AI-35086 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County under Chapter 312 of the Texas Tax Code.

BACKGROUND

Attachments

guidelines

updated -amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2012 07:06 AM
Roland Garcia	Rolando Garcia	11/02/2012 10:08 AM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: SANDRA DELEON Started On: 11/01/2012 03:19 PM

Final Approval Date: 11/16/2012

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

Effective June 26, 2012
As amended July 10, 2012

I. General Purpose and Objectives

The County is committed to the promotion of high quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Certain types of investment result in the creation of new jobs, new income and provide for positive economic growth which is beneficial to the County as a whole. The County will, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development in the County. It is the policy of the County that said consideration will be provided in accordance with the guidelines and criteria outlined in this document. The County is not obligated to grant tax abatement to any applicant and nothing herein will imply or suggest that the County is under any obligation to provide tax abatement to any applicant. All applicants will be considered on a case-by-case basis, and the decision to approve or deny tax abatement to any particular applicant will be at the discretion of the Commissioners Court of the County. As provided in section 312.002(d) of the Texas Tax Code, adoption of these guidelines and criteria does not (1) limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement agreement, (2) limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider a particular application for tax abatement or (3) create any property, contract or other legal right in any person to have the County consider or grant a specific application or request for tax abatement. Tax abatement agreements are made with the owners of real property to exempt from taxation a portion of the value of the real property or of tangible personal property, or both, and, as provided herein, may also be entered into with the lessees of such real property. The duration of an agreement may be for a period of time determined appropriate by the Commissioners Court of the County, based on the productive life of the improvements and consistent with the provisions of these Guidelines and Criteria, but in no case for more than ten (10) years in accordance with state law. Special terms and conditions may be set in the agreement governing each specific tax abatement.

II. Definitions

A. “Abatement” means the full or partial exemption from ad valorem taxes of eligible properties in a reinvestment zone designated as such for economic development purposes.

B. “Agreement” means a contractual agreement for the purpose of tax abatement between (i) a property owner or a lessor and a lessee and (ii) a taxing authority. In no event will the duration of an agreement exceed ten (10) years, even if the abatement is not applied in the initial years of the agreement.

C. “Base year value” means the taxable value of the applicant’s real and personal property of a type eligible for tax abatement (which excludes inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the Agreement.

D. “Capital Cost” means the amount expended by the owner on improvements to real property or acquisition of eligible personal property needed to commence a project or operations. It expressly excludes amounts expended by the County or other governmental entities and any amounts expended with respect to ineligible property.

E. “Commissioners Court” means the elected governing body of the County.

F. “County” means the County of Hidalgo, a political subdivision of the State of Texas.

G. “Economic life” means the number of years a property qualifies for depreciation under the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System.

H. “Eligible education facility” means new, expanded or modernized buildings and structures, including fixed machinery and equipment, which, when constructed or completed, will be leased to a public school district, community college district, or state-supported institution of higher education, for the entire term of the proposed abatement, and which will contribute to the economic development of the County.

I. “Eligible facility” means a new, expanded or modernized building or structure, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the County, but does not include a facility which is intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, a restaurant or a retail sales establishment.

J. “Expansion” means the addition of buildings, structures, fixed machinery, and/or equipment for the purpose of increasing production capacity or revenues.

K. “Facility” means property improvements completed or in the process of construction which together comprise an integral whole.

L.“Guidelines and Criteria” mean these guidelines and criteria for granting tax abatement in the County.

M. “Improvement” means a building, structure, fixture, or fence erected on or affixed to land, or a transportable structure designed to be occupied for residential or business purposes, whether or not it is affixed to land, if the owner of the structure owns the land on which it is located, unless the structure is unoccupied and held for sale or normally is located at a particular place only temporarily.

N. “Job” means a permanent, full-time employment position, hired directly or contracted through another entity, that has provided or will result in employment of at least 1,820 hours in the position in a year. Any position providing less than the specified number of hours a year, regardless of the employer’s designation of such position, does not qualify as a “Job” for purposes of these Guidelines and Criteria.

O. “Lessee” means the tenant who is occupying and operating or will occupy and operate an eligible facility under a legally binding lease agreement with a landlord.

P. “Lessor” means the owner of an eligible facility that has a binding lease with a tenant who will occupy and operate the facility.

Q. “Modernization” means the replacement and upgrading of existing facilities which increase the productive input or output, updates the technology, or substantially lowers the unit costs of operation, and extends the economic life of the facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It will not be for the purpose of renovation, reconditioning, refurbishing, repairing, or completion of deferred maintenance, except in reinvestment zones established based on conditions of economic impairment.

R. “New facility” means a property previously undeveloped which is placed into service by means other than expansion or modernization.

S. “Newly created value” means the difference between the taxable property value in the base year and the taxable property value at the time the value is being newly calculated.

T. “Personal property” means property that is not real property, and consists of intangible and tangible personal property. Intangible personal means a claim, interest (other than an interest in tangible property), right, or other thing that has value but cannot be seen, felt, weighed, measured, or otherwise perceived by the senses, although its existence may be evidenced by a document. It includes a stock, bond, note or account receivable, certificate of deposit, share account, share certificate account, share deposit account, insurance policy, annuity, pension, cause of action, contract, and goodwill. Tangible personal property means personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses, but does not include a document or other perceptible object that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

U. “Primary employment” means retention or creation of new jobs for residents of the County as a result of new, expanded or modernized building projects.

V. “Productive life” means the number of years a property improvement is expected to be in service in a facility.

W. “Real property” means land, improvements, a mine or quarry, minerals in place, standing timber; or an estate, other than a mortgage or deed of trust creating a lien on property or an interest securing payment or performance of an obligation, in a property enumerated above.

X. “Reinvestment zone” is (i) an area designated as such for the purpose of tax abatement as authorized by the Property Redevelopment and Tax Abatement Act, Sections 312.401 or 312.201 of the Texas Tax Code or (ii) an area designated as an enterprise zone under Chapter 2303 of the Texas Government Code as authorized by the Property Redevelopment and Tax Abatement Act, Section 312.4011 of the Texas Tax Code.

Y. “Taxable property value” means the value of the Property being valued as determined by deducting from the assessed value of such Property, as recorded by the Hidalgo County Appraisal District, the amount of any applicable exemption as defined by the Texas Property Tax Code.

III. Abatement Authorized

A. Eligible Facilities. Abatement may be granted for new facilities and for expansion or modernization of existing facilities. The economic life of a facility and/or eligible property must exceed the duration of the abatement.

B. Eligible Property. Abatement may be applied to both real and personal property used at an eligible facility for business purposes, excluding all ineligible property.

C. Ineligible Property. The following types of property will be fully taxable and ineligible for abatement: (i) land, (ii) inventory, supplies, tools, furnishings and other forms of moveable personal property, (iii) housing, (iv) deferred maintenance, and (v) property to be rented or leased except as provided in subsection E. of this Section III. No reference to property (real or personal) herein shall be deemed to incorporate any ineligible property into any calculation of investment or tax abatement.

D. New Value. Abatement may only be granted for the newly created value of eligible property improvements made subsequent to and specified in an agreement between the County and the owner or between the County and the lessor and lessee, subject to such limitations as the County may impose.

E. Owned/Leased Facilities. If a leased facility is granted abatement, the agreement will be executed with the lessor and the lessee.

F. Eligibility Criteria. In order to be considered for abatement, eligible facilities must be located in a reinvestment zone and result in a minimum added value of $1,500,001 in real and business personal property or the creation of at least 26 full-time jobs.

G. Criteria and Value of Abatement. Abatement may be granted for eligible facilities on all or a portion of the newly created value of eligible property according to the following:

(1) An owner of real property where an eligible facility is located, prior to the inception of the project(s) subject to an agreement, must agree to expend a designate sum of money as the Capital Cost of the project and/or provide a certain number of Jobs in order to qualify for an abatement and must expend at least the sum agreed to as the Capital Cost of the project and provide at least the agreed number of Jobs in accordance with the agreement in order to receive such abatement. The percent of value to be abated is dependent upon the greater of the Capital Cost expended by the owner in the project or the number of Jobs created:

Percent of Increase in Property Value To be Abated	**Capital Cost of the Project**	**Number of Jobs Created**
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

(2) In a lessor-lessee abatement, the lessor's abatement will be the applicable percentage set forth in subsection (G) (1) of this Section III based on the Capital Cost of the project and applicable only to the newly created value of real property at the eligible facility as determined by the Hidalgo County Appraisal District and these Guidelines and Criteria. The lessee's tax abatement will be the applicable percentage based on Job creation as set forth in subsection G.(1) of this Section III and will be applied on the newly created value of personal property owned by the lessee at the eligible facility as may be determined by the Hidalgo County Appraisal District.

(3) Only the newly created value will be eligible for abatement. The percentage of value to be abated is dependent upon the greater of the Capital Cost involved in the project or number or Jobs and then only to the extent that such increase exceeds any reduction in fair market value of

other real or personal property of an owner, lessor or lessee located within the reinvestment zone.

(4) The length of an agreement may be for a period not to exceed ten (10) years from the successful completion of the development, redevelopment or improvement of the project. The abatement of the real and personal property in each year covered by the agreement shall only be received to the extent its taxable property value for that year exceeds its taxable property value for the year in which the agreement is executed.

(5) As an additional incentive to create and sustain jobs, any abatement based upon job creation will be subject to increases or decreases in subsequent tax years based on the level of jobs added or lost. For example, a project that initially creates thirty (30) jobs is eligible for a 25% abatement. In the second year of the abatement period, if twenty-one (21) additional jobs are added, the abatement will then increase to 50% (although such increased abatement shall not apply retroactively), and so on as jobs are created during the abatement period. Conversely, if jobs are reduced, the percent of abatement will also be reduced.

(6) With respect to any abatement based upon Capital Cost, the percent of value to be abated may qualify for increases in subsequent tax years based upon additional capital improvements. For example, a project that initially has a Capital Cost of $2,500,000.00, is eligible for 25% tax abatement. In the second year of the abatement period, if additional capital improvements are made in the total amount of $3,000,000, the abatement may then increase to 50% upon Commissioners' Court approval (although such increased abatement shall not apply retroactively).

(7) Improvements, expansions or modernizations must not be expected to solely or primarily have the effect of transferring employment from one part of the County to another.

(8) The project must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the County

H. Standards of Tax Abatement. The following factors, among others, will be considered in determining whether to grant abatement and, if so, the percentage of value to be abated and duration of tax abatement.

(1) value of land and existing improvements, if any;

(2) type and value of proposed improvements;

(3) productive life of proposed improvements;

(4) number of existing jobs to be retained by proposed improvements;

(5) number and type of new jobs to be created by proposed improvements;

(6) whether the new jobs to be created will be filled by persons residing within the affected taxing jurisdiction;

(7) amount property tax base valuation will be increased during term of abatement, which will include a definitive commitment that such valuation will not in any case be less than $1,500,001 and/or no less than 26 jobs created;

(8) the costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;

(9) the amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values, (b) the percentage of new value abated, (c) the abatement period, and (d) the value after expiration of the abatement period;

(10) the types and values of public improvements, if any, to be made by the applicant seeking abatement;

(11) whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(12) the impact on the business opportunities of existing businesses;

(13) the attraction of new businesses to the area;

(14) whether the project is environmentally compatible with no adverse impact on quality of life; and

(15) whether the real property is in an improvement project financed by tax increment bonds.

Each eligible facility will be reviewed on its merits utilizing the factors provided above. After such review, abatement may be entirely denied or may be granted to the extent deemed appropriate after full evaluation.

I. In addition to other abatements authorized hereunder, abatement may be granted for an eligible education facility as provided in this subsection I. The provisions of subsections G.(1), G.(2), G.(4), G.(5), G.(6), and H.(7), and Section VII of these Guidelines and Criteria will not apply to abatements for eligible education facilities. The term of the abatement for an eligible education facility will be established by the Commissioners

Court at the time the abatement is granted, but in no event will exceed the maximum term permitted under the Texas Tax Code.

IV. Procedural Guidelines

A. Preliminary Application Steps: Any person, organization or corporation meeting the abatement guidelines may request abatement by contacting the County Judge's Office Economic Development Division and filing a written application with the County in conformance with the following procedural guidelines. Consideration will be given to written requests from applicants for the confidentiality of proprietary information, consistent with state law, including without limitation Section 312.003 of the Texas Tax Code and Section 552 of the Texas Government Code.

(1) A tax abatement application form approved by the County and in the form attached to these Guidelines and Criteria must be completed and submitted to the appropriate office or any other office or official designated by the County, with all of the information and documents specified therein and herein. prior to commencement of construction, alterations, or installation of improvements related to a proposed modernization, expansion or new facility by the applicant. Commencement of construction is considered to have taken place when any one of the following has occurred:

(a) If more than ninety days has passed since an abatement agreement with the municipality has been executed (if applicable);

(b) If a building permit has been issued for construction not associated with mitigating an environmental hazard;

(c) If the project's site has been cleared and prepared for development;

(d) If construction (including renovations or tenant finish-out) has begun;

(e) If site specific infrastructure has begun to be installed; or

(f) If equipment, inventory, or employees have been relocated to the new site.

A <u>complete</u> tax abatement application, <u>with all of the information and documentation specified therein and herein,</u> must be submitted to the <u>appropriate office or any other office or official designated by the</u> County no later than October 1, in order to have an agreement

considered and executed in the same year that the tax abatement application is submitted to the County..

(2) The application will require such financial and other information as may be deemed appropriate for evaluating the financial capacity of the applicant. This may include an economic feasibility study including a detailed list of estimated improvement costs, a description of the methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred, and historical financial statements and statements of revenues, expenses, net income and cash flow for the first five years of the project, which have been audited, reviewed or compiled by a certified public accountant.

(3) Applicant will prepare a descriptive list of the improvements for which abatement is requested. This will include the class life of the improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System.

(4) Applicant will prepare a plat or map showing the precise location of the property, location of proposed improvements, all roadways within five hundred feet (500') of the site, and all existing land uses and zoning within five hundred feet (500') of the site. The correct legal description of the real property must be provided.

(5) Applicant will address all criteria outlined in Section III, H. of these Guidelines and Criteria in letter format. In the case of a modernization or expansion, applicant will also include a statement of the facility's current property value, stated separately for real and personal property.

(6) Applicant will prepare a time schedule for undertaking and completing the planned improvements.

(7) Applicant will provide a tax certificate verifying that no taxes are past due on applicant's property located within the proposed reinvestment zone.

(8) Applicant will provide a copy of the underlying lease if Applicant is a lessee of the facility.

(9) Applicant will provide a copy of the contract between the applicant and any employment agency acting as the employer of the employees of eligible jobs pursuant to such contract.

(10) Applicant will provide copies of the immediately preceding quarterly reports filled with the Texas Workforce Commission, documenting the current number of permanent full time employees.

(11) Applicant will provide a current copy of any Enterprise Zone Map identifying the property location.

(12) Applicant shall pay to the County a non-refundable application fee of $1,000 at the time of submission of the tax abatement application unless

(a) the Applicant meets all of the following criteria:

(i) during the twelve months immediately preceding the submission of the tax abatement application, the Applicant submitted an application for a tax abatement to the County (the "Prior Application");

(ii) during such twelve month period, the Applicant paid the $1,000 fee to the County with respect to the Prior Application;

(iii) neither the Applicant nor any other party has received or will receive any tax abatement with respect to such Prior Application; and

(iv) the Commissioners Court deems such new application to be substantially similar to the Prior Application; or

(b) the total tax abatement that the Applicant is requesting is less than and capped at (i) $1,000 per year and/or (ii) $10,000 in the aggregate over the life of the abatement.

Applicant understands and, by submitting an application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's application and shall not be refunded in the event the application is withdrawn by Applicant or denied by the County. Applicant will submit along with the application a copy of the receipt issued from the Hidalgo County Treasurer evidencing payment of the application fee.

B. Application Review Steps: Upon receipt of a completed application, the County will distribute copies of the application to the appropriate County departments for internal review and comments. The County may request additional information as needed to determine applicant's eligibility for abatement according to Sections III A., B. and F.

C. Timing Provisions. Notwithstanding any provision to the contrary in Sections IV or V of these Guidelines and Criteria, to the extent allowable under applicable law, the Commissioners Court in its discretion may (i) allow additional time for compliance with the requirements in Sections IV and V with respect to any applications received after October 1 of the calendar year, and (ii) consider and approve a tax abatement and enter into an Agreement prior to receipt of all required information, provided that if such abatement is granted the Agreement requires the owner or lessor and lessee to comply with any such provisions within thirty days of the date of the Agreement and allows the

County to terminate the Agreement in the event any conditions in the Agreement are not timely met.

V. Consideration of Application and Adoption of Agreement

A. When the County considers an abatement request, it will consider the feasibility and impact of the proposed abatement by making an estimate of the economic effect of the abatement of taxes and the benefit to the property to be covered by the abatement and to the taxing authorities involved.

B. In accordance with Section 312.401(b) of the Texas Tax Code, the Commissioners Court may not designate an area as a reinvestment zone until it holds a public hearing on the designation and finds that the designation would contribute to the retention or expansion of primary employment or would attract major investment in the reinvestment zone that would be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the County. At the hearing, interested persons are entitled to speak and present evidence for or against the designation. Not later than the seventh day before the date of the hearing, the Commissioners Court will give notice of the hearing in accordance with Sections 312.401(b) and 312.201(d) of the Texas Tax Code.

C. (1) The Commissioners Court may consider adoption of an Order approving the execution of an agreement between the County and the applicant governing the provision of the abatement within the reinvestment zone only after the applicant has forwarded all necessary information and documentation to the County. The County will notify the applicant of approval or disapproval in writing as soon as such action has occurred. The County will not approve an agreement if it finds that the request for the abatement was filed after the commencement of construction, alterations, or installation of improvements related to a proposed modernization, expansion or new facility by the applicant except as provided in subsection V.C.(2) below. Any improvements performed by a taxing entity in anticipation will not be subject to this subsection C(1).

(2) The decision to provide any tax abatement will be considered on a case by case basis, in accordance with these guidelines and criteria, and at the discretion of the Commissioners Court who, with respect to applicants concerning projects of extraordinary impact that meet the following criteria:

a. the project creates 500 or more Jobs; and/or

b. the project's Capital Cost is $25 million or more in real and personal property within the County

may waive Subsection IV(A)(1)(b) if reasonable proof is shown of why the waiver is needed and of the benefit to the County of granting the tax abatement.

D. Not later than the seventh day before the date on which the County enters into an agreement, the County will deliver, as provided by Section 312.2041 of the Tax Code, to

the presiding officer of the governing body of each other taxing unit in which the property to be subject to the agreement is located a written notice that the County intends to enter into the agreement. The notice will include a copy of the proposed agreement.

E. The governing bodies of the appropriate taxing authorities may consider ratification of and participation in the agreement between the County and the applicant.

F. After approval, the County will formally pass an Order and execute an agreement with the owner of the facility and lessee as required. Such agreement prior to execution will be reviewed by legal counsel for the County and the owner of the facility and lessee, if applicable. Such agreement shall be subject to the rights of holders of outstanding bonds of the County and shall be entered into by the County on the condition that the owner and, if applicable, the lessee makes specific improvements or repairs to the property. The abatement in each agreement shall take effect on January 1 of the next tax year after the date the improvements or repairs are substantially completed. Each agreement must include the terms required under Section 312.205 or the Texas Tax Code and will address various issues, including, but not limited to, the following:

(16) General description of the project;

(17) The percent of value to be abated each year;

(18) Estimated value of the abatement including the base year value;

(19) Duration of the abatement, including the commencement date and the termination date;

(20) Legal description of the property;

(21) Kind, number, location and timetable of planned improvements;

(22) Specific terms and conditions to be met by applicant;

(23) The proposed use of the facility and nature of construction;

(24) A plat or map showing the precise location of the property;

(25) Contractual obligations in the event of default, violation of terms conditions, delinquent taxes, recapture, administration and assignment; and

(26) Size of investment and average number of new jobs created.

VI. Denial of Abatement

A. All eligible applications for abatement will be considered on a case-by-case basis and except for the instances set forth in Section VI.B. herein, the decision to approve or deny abatement will be made at the discretion of the Commissioners Court in accordance with these Guidelines and Criteria.

B. The Commissioners Court shall not authorize either a reinvestment zone or an agreement if it is determined that:

(1) there would be an adverse impact on the provision of government service or tax base;

(2) the applicant has insufficient financial capacity to complete the project;

(3) planned or potential use of the property would constitute a hazard to public safety, health or morals;

(4) violation of other codes or laws exist;

(5) the property is in an improvement project financed by tax increment bonds; or

(6) there exists any other reason that is deemed appropriate by the Commissioners Court.

C. Nothing herein will imply or suggest that the County is under any obligations or duty to provide abatement to any eligible applicant, or that any applicant has an entitlement to abatement except as may be determined on a case-by-case basis by the Commissioners Court.

VII. Taxability

From the execution of the agreement to the end of the agreement period, taxes will be payable as follows:

(a) The value of ineligible property will be fully taxable;

(b) The base year value of existing eligible property as determined each year will be fully taxable;

(c) The additional value of eligible property will be taxable in the manner and for the period provided for in the abatement agreement; and

(d) The additional value of eligible property will be fully taxable at the end of the abatement period.

VIII. Recapture

A. The County will be entitled to terminate the agreement and shall recapture all or part of the taxes abated, in any one or more abatement periods upon the occurrence of one or more of the following events:

(1) At any time that the owner or lessee voluntarily ceases to produce a product or service at the facility for a period of one (1) year;

(2) If the owner, lessor or lessee allows its ad valorem taxes owned to the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest;

(3) If the owner or lessee relocates the job creating activity outside the reinvestment zone;

(4) Upon the owner's, lessor's or lessee's breach of the agreement;

(5) As the County and the owner, lessor or lessee may otherwise agree in the agreement; or

(6) In the case of an abatement for an eligible educational facility, the educational institution named in the agreement terminates the lease on the property or otherwise ceases to use and occupy the property for educational purposes, and the property owner fails to secure a new tenant that qualifies the facility for continued abatement under these Guidelines and Criteria within one hundred twenty (120) days of the expiration or other cessation of the use of the property for educational purposes.

B. Should the County determine that a party is in default according to the terms and conditions of the agreement, the County will notify the party in writing at the address stated in the agreement, and if such is not cured within thirty (30) days from the date of such notice, then the agreement may be terminated by the County pursuant to an Order adopted by the Commissioners Court.

C. The County by an Order adopted by the Commissioners Court will have the right to terminate the agreement and shall recapture all or a part of the abated taxes based on the following schedule and formula:

RECAPTURE SCHEDULE

YEAR IN WHICH RECATURE EVENT OCCURS	*COUNTY WILL RECAPTURE FOLLOWING PERCENTAGE OF TOTAL TAXES PREVIOUSLY ABATED:*
1-5	100%
6	85%
7	75%
8	65%
9	55%
10	45%

FORMULA: The Recapture Formula Will Be:

Total Taxes Abated	**X**	Applicable Percentage from above schedule	=	Amount to be Recaptured

D. A lessor, lessee, or owner who is a party to an agreement that has been terminated or pursuant to which abated taxes have been ordered to be recaptured may appeal the Commissioners Court decision recapturing or terminating the agreement. In order to make an appeal, the party to the agreement must submit, within thirty (30) days of the Order by Commissioners Court recapturing or terminating the agreement, a written notice to the County and to any other party to the agreement specifying the grounds on which the party will be appealing the decision and requesting that the matter of the appeal be placed on the Commissioners Court agenda for the next Commissioners Court meeting occurring not less than three days following receipt by the County of the written request. The party appealing the decision may appear at the Commissioners Court's meeting to discuss the appeal.

IX. Administration

A. Access to Facility. Each agreement will stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the agreement to inspect the facility to determine if the terms and conditions of the agreement are being met. The County may execute a contract with any other jurisdiction(s) to conduct such inspections of the facility. All inspections will be conducted in a manner as to not unreasonably interfere with the construction and/or operation of the facility; provided however, the County may conduct "spot" inspections requiring no advance notification to application. All inspections will be made with one or more representatives of the owner, lessor or lessee, and in accordance with such party's safety standards.

B. Reports, Audits and Inspections: Owners of facilities and lessees, if any, of eligible property for which tax abatement is granted will annually certify to taxing authorities that

they are in compliance with the terms of the agreement. In addition, owners and lessees will provide reports and records reasonably necessary to support each year of the agreement. Such reports and records will include information supporting job creation and retention requirements, information on property purchases, and status reports on the project's progress. Reports supporting job creation and retention shall include Texas Workforce Commission Reports (all Social Security numbers must be redacted prior to submitting such reports to the County) submitted to the State Comptroller on a quarterly basis and a breakdown of all jobs with total annual hours per job. Upon completion of a project, property owners will provide taxing authorities with a final report (i) describing all property for which tax abatement is granted, (ii) providing documentation of the final Capital Cost and (iii) certifying the number of jobs created. If the tax abatement is given to a lessor and lessee, the lessee will provide and certify the portion of the final report concerning the number of jobs created. This final report will be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. Taxing authorities will periodically evaluate each facility receiving abatement to ensure compliance with the agreement and report possible violations of the agreement. Taxing authorities will have the right to audit the books and records related to the eligible property and supporting the eligible property reports.

C. Transfer or Assignment. An agreement for tax abatement may be transferred or assigned by the original applicant to a new owner/lessor or lessee of the same facility upon the approval of the Commissioners Court subject to the financial capacity of the transferee or assignee and provided that all conditions and obligations in the agreement are guaranteed by the execution of a new agreement with the County. No assignment or transfer will be approved if any party to the existing agreement or any proposed new party is (i) liable to any jurisdiction in the County for outstanding taxes or other obligations or (ii) delinquent in the payment of ad valorem taxes to any taxing unit located in the County. Approval of a transfer or assignment will not be unreasonably withheld.

X. Tax Abatement by Other Taxing Units

A. Other Taxing Entities. Section 312.206(a) of the Tax Code allows the County, when a municipality has entered into an agreement with an owner and, if applicable, a lessee, to enter into an agreement with the same owner and, if applicable, lessee under different terms and conditions than those contained in the municipality's agreement with the owner and, if applicable, lessee. When an application for tax abatement is originated with a taxing entity other then the County, the taxing entity desiring the County to provide tax abatement to the same applicant will cause the applicant to file an application requesting abatement with the County and such application will include the information requested by the County for abatements originating with the County and shall also include a copy of the agreement between the applicant and the municipality or other taxing entity and such other documentation as may be requested by the County. Such abatements will be considered in accordance with the provisions of these Guidelines and Criteria.

B. No obligation. The acceptance of an application for tax abatement will not be deemed as an obligation whatsoever of the County to grant any abatement of taxes. Nothing in these Guidelines and Criteria or in any prior abatement action by the County will obligate the County to provide tax abatement to party.

C. Taxing Unit With Tax Rate Set by Commissioners Court. Pursuant to Section 312.004 of the Tax Code, in the event the Commissioners Court enters into an agreement for the county, it may also enter into an agreement applicable to the same property on behalf of a taxing unit other than the County if by statute the ad valorem tax rate of the other taxing unit is approved by the Commissioners Court or the Commissioners Court is expressly required by statute to levy the ad valorem taxes of the other taxing unit. The agreement entered into on behalf of the other taxing unit is not required to contain the same terms as the agreement entered into on behalf of the County.

XI. Sunset Provision

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years unless amended by three-quarters vote of the Commissioners Court, at which time all reinvestment zones and agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Commissioners Court may modify or renew these Guidelines and Criteria or enact new guidelines and criteria. The County reserves the right to allow these Guidelines and Criteria to lapse and to not thereafter adopt new guidelines and criteria.

XII. Severability

If any provision, section, subsection, sentence, clause, or phrase of these Guidelines and Criteria, or the amendments duly adopted hereto, or the application of the same to any person, entity, or set of circumstances, is for any reason held to be unconstitutional, void, voidable, invalid, or contrary to any existing or prospectively enacted law or statute, the validity and enforceability of the remaining part of these Guidelines and Criteria and amendments thereto will not be affected thereby.

ORDER ADOPTING AMENDMENT TO GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective June 26, 2012, (the "Guidelines") to allow Hidalgo County, on a case-by-case basis, to give consideration to providing tax abatement as a stimulation for economic development in Hidalgo County pursuant to chapter 312 of the Texas Tax Code.

WHEREAS, the Commissioners Court of Hidalgo County desires to amend the Guidelines in order to better provide for the stimulation of economic development in Hidalgo County.

NOW, THEREFORE IT IS HEREBY ORDERED that the Commissioners Court of Hidalgo County, Texas, hereby adopts the Amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, attached as Exhibit A.

PASSED, APPROVED, ADOPTED AND ORDERED this the 20th day of November, 2012, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

_____
RAMON GARCIA
County Judge

_____
JOEL QUINTANILLA
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct.3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

_____
ARTURO GUAJARDO, JR.
County Clerk

APPROVED AS TO FORM:
ATLAS AND HALL, L.L.P.

By: _____
STEPHEN L. CRAIN

EXHIBIT A

AMENDMENT EFFECTIVE NOVEMBER 20, 2012 TO

JUNE 26, 2012
GUIDELINES AND CRITERIA FOR
GRANTING TAX ABATEMENTS
IN HIDALGO COUNTY, TEXAS
(AS AMENDED JULY 10, 2012)

1. Owner and Lessor/Lessee Tax Abatements Determined in Same Manner. Section III.G (1) and (2) of the Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective June 26, 2012 (as amended through the date hereof, the "Guidelines and Criteria") are amended to read in their entirety as follows:

(1) An owner or a lessor and lessee, as the case may be, of real property where an eligible facility is prior to the inception of the project(s) subject to an agreement or on which an eligible facility will be constructed as part of the project, must agree to expend a designated sum of money as the Capital Cost of the project and/or provide a certain number of Jobs in order to qualify for an abatement and must expend at least the sum agreed to as the Capital Cost of the project and provide at least the agreed number of Jobs in accordance with the agreement in order to receive such abatement.

a. General. The percent of value to be abated is the greater percentage for which the project qualifies as set forth below determined by the Capital Cost expended by the owner or lessor and lessee, as the case may be, in the project or the number of Jobs created:

Percent of Increase in Property Value to be Abated	**Capital Cost of the Project**	**Number of Jobs Created**
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

b. Extraordinary Impact Projects. The owner or lessor and lessee may, in lieu of the schedule set forth in subsection (a) above opt for the following provisions if the Capital Cost is at least equal to $25,000,000.00 or the Project creates at least 500 Jobs:

Percent of Increase in Property Value to be Abated	**During Year of Abatement Period**
100%	Initial Period
90%	First Year after Initial Period
80%	Second Year after Initial Period
70%	Third Year after Initial Period
60%	Fourth Year after Initial Period
50%	Fifth Year after Initial Period
40%	Sixth and subsequent Years after Initial Period

The "Initial Period" is the first one to four years of the tax abatement period, determined as follows: the Initial Period commences on the January 1 following execution of the tax abatement agreement (or such later January 1 as may be agreed to in the tax abatement agreement, provided such January 1 is not more than 3 years after execution of the tax abatement agreement) and ends on the earlier of the fourth December 31 occurring after such January 1 and the December 31 occurring after substantial completion of construction of improvements. Regardless of the length of the Initial Period, the tax abatement period shall not exceed ten years. The owner or lessor and lessee must make such election in the tax abatement agreement. In the event the parties have opted for this provision but it is later determined that the actual Capital Cost or Jobs do not qualify for this provision, the provisions of subsection (a) above will apply in lieu of the provisions of this subsection (b) and any taxes abated prior to the determination that this provision was inapplicable in excess of the amount that would have been abated pursuant to subsection (a) above shall be immediate recaptured and paid by owner or lessor and lessee.

(2) The applicable percentage set forth in subsection (G) (1) of this Section III (based on whether the Capital Cost of the project or Job creation results in a higher percentage and whether, if applicable, the Extraordinary Impact provision was opted for in the tax abatement agreement) is applicable only to the newly created value of real property at the eligible facility and of personal property owned by the owner or the lessor and lessee at the eligible facility as determined by the Hidalgo County Appraisal District and these Guidelines and Criteria.

2. Changes to Timing Provisions, including Limited Commencement of Construction Allowed Prior to Execution of Tax Abatement Agreement. Section IV.C of the Guidelines and Criteria is amended to read in its entirety as follows:

C. Timing Provisions.

(1) Notwithstanding any provision to the contrary in Sections IV or V of these Guidelines and Criteria, to the extent allowable under applicable law, the Commissioners Court in its discretion may:

(i) allow additional time for compliance with the requirements in Sections IV and V of these Guidelines and Criteria with respect to any applications received after October 1 of the calendar year and may consider, approve and enter into an agreement during the calendar year in which the application was received after October 1 if the Commissioners Court in its discretion determines the County had adequate time to review and consider the application and the agreement, and

(ii) consider and approve a tax abatement and enter into an agreement prior to receipt of all required information, provided that if such abatement is granted the agreement requires the owner or lessor and lessee to comply with any such provisions within thirty days of the date of the agreement and allows the County to terminate the agreement in the event any conditions in the agreement are not timely met.

(2) Provided commencement of construction as defined in Section IV.A.(1) above has not occurred prior to submission of the complete application as set forth herein, the commencement of construction by (x) the taking of actions specified in Section IV.A.(1)(a-c) above by the owner, lessor and/or lessee or (y) the taking of any of the actions specified in Section IV.A.(1)(a-e) above by the owner, lessor and/or lessee after approval by the Commissioners Court of a tax abatement agreement but prior to execution of the tax abatement agreement shall not be a bar to the County subsequently executing the tax abatement agreement based on these Guidelines and Criteria and the terms approved by the Commissioners Court with the owner or lessor and lessee, as applicable; provided that (i) with respect to any such activity undertaking prior to Commissioners Court granting of a tax abatement that the tax abatement may not be granted at the discretion of the Commissioners Court and (ii) that the applicant, owner, lessor and lessee, as the case may be, commence activity related to the project at their own risk, and with respect to (y) above, in the event, prior to execution of the agreement, any discrepancy or dispute over the terms of the agreement arise that the Commissioners Court retains its discretion to not enter into such agreement. For purposes of this subsection (2), a complete application is an application that, in the opinion of the County, meets all of the requirements of the Guidelines and Criteria excluding only any additional materials requested by the County buy not expressly specified in the Guidelines and Criteria.

3. Definitions and Miscellaneous Provisions.

a. Changes to Section II. Definitions. In each case, the specified subsection in Section II of the Guidelines and criteria is deleted and replaced with the new subsection set forth below.

i. Subsection II.B. Agreement:

B. "Agreement" means a contractual agreement for the purpose of tax abatement during a tax abatement period between (i) a property owner or a lessor and a lessee and (ii) a taxing authority.

ii. Subsection II.D. Capital Cost:

D. "Capital Cost" means the amount expended by the owner, lessor or lessee, as the case may be, on eligible improvements to real property or acquisition of eligible personal property needed to commence a project or operations on or after the date of the applicable tax abatement agreement. Capital Cost expressly excludes amounts expended by the County or other governmental entities and any amounts expended with respect to ineligible property.

iii. Subsection I. Eligible facility.

"Eligible facility" means a new, expanded or modernized building or structure, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the County, but does not include a facility, other than a utility, which is intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, a restaurant or a retail sales establishment.

iv. The following new Subsection II.Y. is added before the existing Subsection II.Y, which existing Subsection is renumbered as II.Z.

Y. "Tax abatement period" means the period not exceeding ten years commencing on the January occurring after execution of the tax abatement agreement or such later time as is specified in the tax abatement agreement.

b. Section III.G (4) of the Guidelines and Criteria is amended to read in its entirety as follows:

(4) The length of an agreement may be for a period not to exceed ten (10) years from the start of the tax abatement period, which shall start not later than the third January 1 occurring after the successful completion of the development,

redevelopment or improvement of the project as specified in the agreement. The abatement of the real and personal property during the tax abatement period shall only be received to the extent its taxable property value for that year exceeds its taxable property value for the year in which the agreement is executed such that only newly created value will be abated.

c. The fourth sentence of Section V.F of the Guidelines and Criteria is amended to read in its entirety as follows: "Except as otherwise specified in these Guidelines and Criteria, the abatement in each agreement shall take effect on January 1 of the next tax year after the date the improvements or repairs are substantially completed."

4. Except as expressly amended hereby, the Guidelines and Criteria are hereby ratified and confirmed. The full text of the Guidelines and Criteria, as amended hereby, is attached below.

AI-35274 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Appointment of board member to the South Texas Independent School District Board of Directors

BACKGROUND

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/14/2012 03:00 PM
Roland Garcia	Rolando Garcia	11/16/2012 01:18 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: SANDRA DELEON Started On: 11/14/2012 02:56 PM

Final Approval Date: 11/16/2012

SOUTH TEXAS
Independent School District

South Texas Academy for Medical Professions
South Texas Business, Education & Technology Academy
South Texas High School for Health Professions
South Texas Preparatory Academy
The Science Academy of South Texas

100 Med High Dr. • Mercedes, TX 78570
Phone: (956) 565-2454 • Fax: (956) 565-4639

June 20, 2012

RECEIVED
JUL 23 2012
COUNTY JUDGE

The Honorable Ramon Garcia
Hidalgo County Judge
Hidalgo County Courthouse
P. O. Box 1356
Edinburg, Texas 78540

Dear Judge Garcia,

As per the letter sent to you dated February 16, 2012 advising you that according to the 2010 Census data, the South Texas Independent School District Board of Directors gained two additional at-large positions to be appointed by you before November, 2012.

In addition, the term of office for three South Texas Independent School District directors presently serving an at-large position for Hidalgo County runs until the first Tuesday in November or November 6, 2012.

Title 2 of the Texas Education Code, §26.34 (b) (as continued in effect by Texas Education code 11.301) entitled "Subsequent Selection of Directors," specifically addresses your responsibility regarding the selection of at-large directors:

> *(b) At the expiration of the term of office of each director at-large, the county judge of the county from which the director was appointed must appoint his successor.*

The at large positions for which you must appoint a director two are new positions that need to be filled and three are currently held by the following:

- Sylvia Sanchez Garza from Edinburg. She currently serves on the Buildings & Grounds Committee, has achieved the required board member training and has attended 84% of the board meetings for the last four years.

- Yolanda Cuellar from Progreso Lakes. She currently serves on the Policy & Curriculum Committee, has achieved the required board member training and has attended 79% of the board meetings for the last four years.

- Cain Caceres from Elsa. He currently serves in the Finance Committee, he has not achieved the required board member training and has attended only 43% of the board meetings in the last four years.

Please feel free to call me at 956/514-4216 should you have questions about this process. Also for your convenience, please find directory information for board members in the event you need to contact the president or an incumbent director. I will need to know of your appointment early in November so those beginning new terms may be sworn in at the November 27, 2012 board meeting.

Sincerely,

Marla M. Guerra, Ed.D.
Superintendent of Schools

C: Homero Garcia, Board President

Enclosure: Board Member Directory

AI-35330 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Recommendation for County Judge to send correspondence indicating County's interest in Project Star

BACKGROUND

Letter approved and provided by legal

Attachments

letter

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/16/2012 01:02 PM
Roland Garcia	Rolando Garcia	11/16/2012 04:54 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: SANDRA DELEON Started On: 11/16/2012 12:16 PM

Final Approval Date: 11/16/2012

October __, 2012

Carlos De La Garza
4011 West Plano Parkway Suite 128
Plano, Texas 75093

Re: "Project Star"

Dear Mr. De La Garza:

Thank you for presenting your proposed project to the Commissioners Court of the County of Hidalgo on _____. We are pleased that you are considering locating your project in our County.

It has been the policy of the County to provide incentives for certain private developers and businesses that make or will make a measurable difference in achieving economic growth and development, expanding and diversifying the tax base and creating new employment opportunities within the County.

From the presentation and information we have received so far, Project Star appears to be the kind of project that will contribute to the economic growth of the County. We look forward to learning more about Project Star and assisting you with applying for the economic development incentives available from the County. The County is willing to consider offering incentives with a tiered approach along the lines suggested in your proposal.

Once a completed application is received, we and our staff will review it and work with you throughout the process. Approval of specific incentives for qualifying projects is subject to the discretion of the Commissions Court in accordance with applicable law and policies.

Please do not hesitate to contact _____ should you need further information. Thank you for your consideration.

Respectfully submitted,

Zimbra **sandra.deleon@co.hidalgo.tx.us**

Fwd: Project Star -- Draft v2

From : Michael Leo <michael.leo@co.hidalgo.tx.us> Fri, Nov 16, 2012 12:09 PM
Subject : Fwd: Project Star -- Draft v2 3 attachments
To : Sandra de Leon <sandra.deleon@co.hidalgo.tx.us>

Approval/submission from legal.

Michael Leo
Economic Development Planner
Office of the Hidalgo County Judge
1615 S. Closner, Ste J
Edinburg, TX 78539
Phone: (956) 318-2600 Ext. 5010
Fax: (956) 318-2699

From: "Debra L. Goetz" <dgr@atlashall.com>
To: "Michael Leo" <michael.leo@co.hidalgo.tx.us>, "Roberto Villarreal" <roberto.villarreal@co.hidalgo.tx.us>
Sent: Monday, October 29, 2012 2:39:19 PM
Subject: Project Star -- Draft v2

Gentlemen,

We revised the letter as discussed on Friday afternoon. Please let me know if you have any questions or concerns.

Also, I understand I missed a phone call from Michael a short while ago. I should be available in about 10 minutes if that works for you.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109

E-mail Address dgr@atlashall.com

Atlas Hall Rodriguez

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

Atlas Hall Rodriguez **image001.jpg**
5 KB

Atlas Hall Rodriguez **image001.jpg**
5 KB

Project Star -- Draft v2.pdf
53 KB

AI-35257 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Juan Marttinez **Submitted By:** Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Requesting permission to allow Rolando Casas, Deputy Fire Marshals to attend "A Forensic Analysis of Fire Dynamics Seminar" sponsored by the South Texas Fire Investigators Association. The seminar will be held November 28-30, 2012 at South Padre Island, TX.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-422-10-300-001-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available account balance as of 11-16-2012 through Req # 226209 & 226206.

Attachments

Travel forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/13/2012 02:15 PM
Veronica Ortiz	Veronica Ortiz	11/16/2012 02:15 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Yolanda Orozco Started On: 11/13/2012 01:22 PM

Final Approval Date: 11/16/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 11/13/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Fire Marshal
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Rolando Casas, Deputy Fire Marshals

EVENT INFORMATION

TITLE OF EVENT:	A Forensic Analysis of Fire Dynamics Seminaor		
EVENT DATE(S) FROM:	11/128/12	TO:	11/30/12
DEPARTURE DATE:	11/28/12	RETURN DATE:	11/30/12
LOCATION OF EVENT: CITY:	South Padre Island	STATE:	Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- X To obtain statutorily required continuing professional education.
- X To obtain continuing education related to an employee's work or maintenance of a license or certification.
- X To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- X To participate in professional organizations related to the employee or official's job assignment.
- X To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- X To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- X To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- X To pursue the County's interests in litigation or criminal justice.
- X To promote the economic development interests of the County.
- X To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

Trainings of this nature wil keep us abreast of new and changing polices and procedures, thus enabling us to better perform our duties as Fire Marshals for Hidalgo County.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 225.00	
Subtotal for Object Code 584	$ 225.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ -	
11. MEALS	$ 99.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 99.00	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 324.00	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	X
Private Vehicle**	
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

- X Trip expenses are necessary and will be incurred for official county business.
- X Reasonable efforts to minimize the use of county funds have been explored.
- X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- X If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
	11/13/12	Yolanda Orozco	5910

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Ortiz	11/13/12		292-3025

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

Xerox Orange 5410

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME: Rolando Casas | EMPLOYEE I.D. NO.: 105937 | EMPLOYEE TITLE: Deputy Fire Marshal

DEPARTMENT: Fire Marshal | DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE? No

DEPARTURE DATE: 11/28/12 | RETURN DATE: 11/30/12

TIME OF DEPARTURE: 6:00AM | TIME OF RETURN: 3:00PM

TO CITY: South Padre Island | STATE: TX

SEMINAR/CONFERENCE/MEETING: START DATE: 11/28/2012 END DATE: 11/30/2012 ACTUAL NO. OF DAYS 3

TITLE OF WORKSHOP/CONFERENCE: A Forensic Analysis of Fire Dynamics Seminar

METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL): County Vehicle

IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.

LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE? Juan Martinez & Tommy Ureste

DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? Yes

IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Trainings of this nature will keep me abreast of new and changing policies and procedures, thus enabling me to better perform my duties as Deputy Fire Marshal with Hidalgo County.

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 28-Nov	MONTH / DAY 29-Nov	MONTH / DAY 30-Nov	MONTH / DAY	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00					$27.00	
Lunch	$12.00	$12.00	$12.00	$12.00					$36.00	
Dinner	$18.00	$18.00	$18.00						$36.00	
Total	$39.00	$39.00	$39.00	$21.00	$0.00	$0.00	$0.00	$0.00	$99.00	$ 99.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE ____ Miles @ $ 0.555 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, If the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $

_____ . . . . . $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 99.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-422-10-300-001-0-583

HIDALGO COUNTY BUDGET OFFICE
OCT 13 PM 10

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	Juan Martinez DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

COUNTY AUDITOR'S FORM: T.1.5 (07/11)

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
CHECK REQUEST FORM
PAGE 1 OF 2

DEPARTMENT:	Fire Marshal	If, applicable, was travel approved by Co. Exec. Officer?	
DEPARTURE DATE:	11/28/2012	RETURN DATE:	11/30/2012
TO CITY:	South Padre Island	STATE:	TX
NAME OF EMPLOYEES ATTENDING SEMINAR:			Rolando Casas
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:			1

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Trainings of this nature will keep us abreast of new and changing policies and procedures, thus enabling us to better perform our duties as Fire Marshal & Deputy Fire Marshals for Hidalgo County.

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	A Forensic Analysis of Fire Dynamics Seminar		
SPONSORED BY:	South Texas Fire Investigators Association		
REGISTRATION CHECK PAYABLE TO:	South Texas Fire Investigators Association		
REGISTRATION ADDRESS:	P. O. Box 534114	SEMINAR START DATE:	11/28/2012
	Harlingen, TX 78553	SEMINAR END DATE:	11/30/2012
		PURCHSE ORDER NO.	
1. REGISTRATION COST PER EMPLOYEE:	$ 225.00	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	1
2. REGISTRATION COST PER EMPLOYEE:		NO. OF EMPLOYEES ATTENDING AT THIS RATE:	
3. "FREE REGISTRATION COST:	"FREE"	NO. OF EMPLOYEES ATTENDING FOR "FREE":	
GL ACCT NO.:		TOTAL NO. OF EMPLOYEES ATTENDING:	1

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.	$	225.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	225.00
TOTAL 2ND PAGE (B + C + D):	$	-
GRAND TOTAL (A + B + C + D)	$	225.00

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

DEPARTMENT'S PUBLIC OFFICIAL CERTIFICATION: I hereby certify that trip expenditures are necessary and will be incurred for official county business. Reasonable efforts to minimize the use of county funds have been explored. The information and estimates provided on this form are true and as accurate as possible. If it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. Travelers have read the Travel Policy, Guidelines, and Procedures and understand that failure to cancel reservations for any reasons other than those allowed by the Travel Policy will be at their expense.

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #
	Yolanda Orozco	318-2656

TRAVELER'S AUTHORIZATION: I certify that if it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. If I fail to cancel reservations for reasons other than those allowed by Section 17 of the Travel Policy, Guidelines, and Procedures, I authorize the deduction of any travel expenses incurred by the county on my behalf from my payroll check.

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Rolando Casas		105937

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
CHECK REQUEST FORM
PAGE 2 OF 2

DEPARTMENT: Fire Marshal

DEPARTURE DATE: 11/28/2012 RETURN DATE: 11/30/2012

TO CITY: South Padre Island STATE: TX

NAME OF EMPLOYEES ATTENDING SEMINAR: Rolando Casas

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 3

B. HOTEL RESERVATION(S)

Note: Use of a travel a gency is discouraged. Unless a benefit is achieved by other means, you must use the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

NAME OF HOTEL: (Sharing Room with another Employee) HOTEL PHONE NO:

ADDRESS OF HOTEL: CONFIRMATION N0.(s):

ROOM RATE: PURCHASE ORDER NO.

NUMBER OF NIGHTS: GENERAL LEDGER ACCT NO:

ROOM RATE: TOTAL NO. OF ROOMS:

NUMBER OF NIGHTS:

ROOM RATE: HOTEL TAX RATE:

NUMBER OF NIGHTS:

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ -

C. CAR RENTAL(S)

Note: Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO

IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.

NAME OF CAR RENTAL COMPANY:

ADDRESS OF CAR RENTAL COMPANY:

Note: Coordination of travel is required for every group of 4 or less

PHONE NUMBER OF CAR RENTAL COMPANY:

VEHICLE NO. 1 TYPE: VEHICLE NO. 2 TYPE:

DAILY CAR RATE: DAILY CAR RATE:

NUMBER OF DAYS: NUMBER OF DAYS:

CONFIRMATION NO.: CONFIRMATION NO.

VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING:

VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:

PURCHASE ORDER NO. GL ACCT NO:

TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) . . . . . C. $ -

D. AIRFARE(S)

Note: Use of a travel a gency is discouraged. Refundable fares should be considered if possibility of a trip cancellation exists.

NAME OF AIRLINE COMPANY:

ADDRESS OF AIRLINE COMPANY:

PHONE NO. OF AIRLINE COMPANY: CONFIRMATION NO.:

ROUND TRIP AIRFARE PER PERSON:

NUMBER OF TRAVELERS:

GENERAL LEDGER ACCOUNT NUMBEI P.O. NO.

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY . . . . . D. $ -

SUBTOTAL (B+C+D) $ -

COUNTY AUDITOR'S FORM T.1.2 (01/10)

Requisition

Req # 00226209

PO #

Date: 11/13/12

Bill To: x
x

Vendor : 401919
CASAS, ROLANDO
C/O FIRE MARSHAL'S OFFICE

Ship To: FIRE MARSHAL
1615 S. CLOSNER
SUITE H
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	DEAL	Meals for Rolando Casas to attend "A Forensic Analysis of Fire Dynamics Seminar" November 28-30, 2012 at South Padre Island, TX.	99.00	99.00
		Depart: 11/28/12 @ 6:30 a.m. = $39.00 All Day: 11/29/12 = 39.00 Return: 11/30/12 @ 3:00 p.m. = $21.00		
		Account No	Encumbrance	
		2-1100-422-10-300-001-0-583	99.00	
			Freight	.00
			Total	99.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By:

Requisition

Req # 00226206
PO #
Date: 11/13/12

Bill To: x
x

Vendor : 294012
SOUTH TEXAS FIRE INVESTIGATORS ASSOC
3510 E. GRIMES
HARLINGEN TX 78550

Ship To: FIRE MARSHAL
1615 S. CLOSNER
SUITE H
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	Registration Fee for Rolando Casas to attend "A Forensic Analysis of Fire Dynamics Seminar" November 28-30, 2012 at South Padre Island, TX.	225.00	225.00
		Account No	Encumbrance	
		2-1100-422-10-300-001-0-584	225.00	
			Freight	.00
			Total	225.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By:

The South Texas Fire Investigators Association in conjunction with the Texas Chapter of the IAAI and TEEX

Reminds you to



2012 South Texas Fire Investigators Seminar

"Advanced Hypothesis Development and Testing in Fire Investigations"

Presented by Steven W. Carman

This presentation will include an advanced level of training in fire science, thermodynamics, fire dynamics, fire investigation methodology and fire investigation technology as it relates to fire origin and cause investigations. Topics to be discussed include Post-Flashover Fire Behavior, Clean Burn Fire Patterns, High Temperature Accelerant Fires, Elevated Fires and others. Carman has been a leader in the advancement of fire investigator training for two decades having designed and presented scores of programs to national and international audiences including investigators to scientists and engineers.

This seminar will be held at the Isla Grand Beach Resort in South Padre Island, Texas. The nightly room rate has been held over from last year ($75.00 per night) and will be good for 3 days prior to and after the seminar.

Early registration fee is $205.00 dollars.

2012 South Texas Fire Investigators Seminar

"A Forensic Analysis of Fire Dynamics"
Registration Form

Name: Rolando Casas

Organization: Hidalgo County Fire Marshal's Office

Address: 1615 S Closner Ste. H

City: Edinburg State: Tx Zip: 78539

Phone: 956-318-2656

E-mail: rolando.casas@co.hidalgo.tx.us

EARLY REGISTRATIONS (on or before Nov. 1, 2012):	$205.00
LATE REGISTRATIONS (on or after Nov. 2, 2012:	$225.00

Remit Registration Forms and Payment to:
South Texas Fire Investigators Association
PO Box 534114
Harlingen, Texas 78553
or
email your registration form to dwarner@myharlingen.us
or
fax your registration to (956) 216-5297

Please make your hotel reservations directly with:

Isla Grand Beach Resort (www.islagrand.com)

500 Padre Boulevard

South Padre Island, Texas 78597

956-761-6511 or 800-292-7704

Request the code: 1211 Fire 02

For more information please contact:

Danny Warner at dwarner@myharlingen.us or by calling 956-216-5790

AI-35333 **Comm. Court Executive Office 7. D.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action suspending the Hidalgo County Classification and Compensation Pay Plan for all participants of the Plan

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/16/2012 01:18 PM
Ivan Cantu	Ivan Cantu	11/16/2012 01:55 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Monica Badillo Started On: 11/16/2012 01:02 PM

Final Approval Date: 11/16/2012

AI-35114 **Sheriff's Office 8. A.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office - ICE Overtime (1284):
1. Approval to accept overtime funding from the U.S. Department of Homeland Security, Immigration and Customs Enforcement (ICE) in the amount of $15,000.00.
2. Approval of certification of revenues, as certified by the County Auditor, for ICE overtime funding.
3. Approval of appropriation of funds in the amount of $15,000.00.

BACKGROUND

Pursuant to MOU still in effect between ICE and Hidalgo County (Sheriff's Office) approved by CC on 12/9/08(AI #12677), overtime is being provided for expenses of officer providing resources in joint operational/task forces. Fringe benefits associated with overtime pay of officer is not reimbursed through grant and will be charged to the Sheriff's Office General Fund account.

Reporting period ends 9/30/13 (FY2013)

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 2-1284-421-00-280-055-3-131

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds for overtime funding in relation to MOU between ICE and Hidalgo County (Sheriff's Office) in the amount of $15,000.00.

Revenue account# 2-1284-331-12-280-055-3-000 ICE Revenues

Fringe benefits associated with this grant are not reimburseable and will be paid from Sheriff's Office G/F account.

FY2013 reporting period is from 10/1/12 to 9/30/13 (FY 2013).

****There will be a budgetary impact if the fringe benefits are not covered by grant. (As illustrated below)

Fringe	Rate	Amount
FICA	7.65%	$1,147.50
Retirement	10.32%*	$1,548.00
Unemployment Comp.	0.50%	$75.00
Workers Comp.	2.71%	$406.50

Attachments

ICE FY13 Notification of Funds
ICE MOU 2008
ICE BA FY13
CERT OF REV

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/05/2012 09:49 AM
Budget & Management	Merlen P. Munoz	11/06/2012 10:00 AM
Manuel Chapa	Manuel Chapa	11/09/2012 10:00 AM
Sylvia Solis	Sylvia Solis	11/14/2012 04:39 PM
Rosalinda Cantu	Rosie Cantu	11/16/2012 04:29 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 11/05/2012 08:40 AM

Final Approval Date: 11/16/2012

Maria R. Gonzalez

From: Rodriguez, Romeo [Romeo.Rodriguez@ice.dhs.gov]
Sent: Thursday, November 01, 2012 1:27 PM
To: 'rosieg@hidalgoso.org'
Subject: Fw: DHS HSI McAllen SLOT for Hidalgo SO

Importance: High

From: Santos, Stella
Sent: Wednesday, October 31, 2012 03:05 PM
To: rosie.gonzalez@hidalgoso.org <rosie.gonzalez@hidalgoso.org>
Cc: Rodriguez, Romeo; Torres, Cristina; Campbell, Mario H
Subject: DHS HSI McAllen SLOT for Hidalgo SO

Rosie,
Just a heads up that we now have overtime money for Romeo Rodriguez, Hidalgo County Sheriff's Office. 24-Hour forms are to be submitted the next working day to MSS Cristina Torres with hours worked. Contact this office directly if you have any questions. Thank you.

Stella Santos
Mission Support Specialist
US DHS ICE HSI
5901 S. International Parkway
McAllen, Texas 78503
(956) 984-6919 Desk
(956) 457-5911 Cell
Stella.santos@ice.dhs.gov

Live simply. Love generously. Care deeply. Speak kindly. Leave the rest to God...

Rcvd
2/13/09

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

This Agreement is entered into by the Hidalgo County Sheriff's Office (NCIC CODE #TX1080000) and Immigration and Customs Enforcement (ICE), Special Agent in Charge (SAIC), San Antonio, Texas for the purpose of the reimbursement of costs incurred by the in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE SAC, San Antonio, Texas, with the participation of the Hidalgo County Sheriff's Office, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the Hidalgo County Sheriff's Office shall assign dedicated officers to any investigation or joint operation.

Included as part of this Agreement, the Hidalgo County Sheriff's Office shall provide ICE SAC San Antonio, Texas with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Hidalgo County Sheriff's Office may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC San Antonio, Texas, performed by its officer(s) assigned to this joint operation. In addition, the Hidalgo County Sheriff's Office may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with ICE SAC San Antonio, Texas.

   The Hidalgo County Sheriff's Office **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check**. To receive reimbursement payments, the Hidalgo County Sheriff's Office must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

   CBP National Finance Center
   Attn: Forfeiture Fund
   6026 LAKESIDE BLVD.
   INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Hidalgo County Sheriff's Office must submit to ICE SAC San Antonio, Texas the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

4. The Hidalgo County Sheriff's Office remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.

5. The **maximum** reimbursement entitlement for overtime worked on behalf of the joint investigation is set at **$15,000** per officer per year.

6. The Hidalgo Count Sheriff's Office will submit all requests for the reimbursement of joint operations' expenses to ICE Assistant Special Agent in Charge at the following address: 1701 W. Business 83, Suite 508, McAllen, Texas 78501, Attn. Stella Santos, telephone number 956-984-6908.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Hidalgo County Sheriff's Office agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between ICE SAC San Antonio, Texas and the Hidalgo County Sheriff's Office and is not intended to confer any right or benefit to any private person or party.

Signatures:

Special Agent in Charge
Immigration and Customs Enforcement
San Antonio, Texas

Date: 2-17-09

Sheriff
Hidalgo County Sheriff's Office
Edinburg, Texas 78541

Date: 11/20/08

DATE: November 1, 2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: ICE-Overtime

ACCOUNT NUMBER: 2-1284-421-00-280-055-3-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
2-1284-421-00-280-055-3-131	Overtime Pay	15,000.00

	TOTAL APPROPRIATIONS	15,000.00
2-1284-331-12-280-055-3-000	ICE REVENUES	15,000.00
	TOTAL REVENUES	15,000.00

REASON: **To appropriate budget for the FY2013 overtime funding provided by the U.S. Department of Homeland Security, Immigration and Customs Enforcement (ICE) in the amount of $15,000.00**

Funding period is October 1, 2012 to September 30, 2013.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #2-1100-421-00-280-001-0-XXX)

Emilia Rivera
DEPARTMENT HEAD SIGNATURE

11/05/12
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

November 16, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from U.S Immigration and Customs Enforcement (ICE). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$15,000	Overtime for Romeo Rodriguez

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/19/12
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-34905 **District Attorney 9. A.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of the 2012 Chapter 59 Asset Forfeiture Report.
2. Approval for County Judge Ramon Garcia to sign the Asset Forfeiture Report.

BACKGROUND

Report is provided yearly to State on forfeiture cases. The County Auditor's Office is currently reviewing report and will submit original on Tuesday.

" Auditor has reviewed the Chapter 59 Asset Forfeiture report already. Audit report is pending at this time"

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

ch 59 report

letter

Form Review

Form Started By: Angela Garcia Started On: 11/16/2012

Final Approval Date: 11/16/2012

RECEIVED BY
2012 NOV -9 PM 3:35
COPY

FY 2012 Chapter 59 Asset Forfeiture Report
by Attorney Representing the State

Agency Name: Criminal District Attorney's Office

Reporting Period: 09/01/11 - 08/31/12 (example: 9/1/11 - 08/31/12)

Name of Attorney Representing the State (Printed): Rene Guerra

Agency Mailing Address: 100 N. Closner Blvd.
County CourtHouse, 3rd. Floor
Edinburg, Texas 78539

Phone Number: 956-318-2300

County: Hidalgo

Email Address: Rene.Guerra@da.co.hidalgo.tx.us This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR AMOUNTS TO THE NEAREST WHOLE DOLLAR

I. SEIZED FUNDS (Funds that have been seized, but not yet been awarded to your agency by the judicial system)

A)	Beginning Balance: **Instructions**: Include total amount of seized funds on hand (in your agency's possession) at the beginning of the reporting period including interest. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g. a police department's account.	$ 585,778.00
B)	Ending Balance: **Instructions:** Include total amount of seized funds on hand (in your agency's possession) at the end of reporting period including interest. **Do not** include funds that are in an account held by another agency, e.g. a law enforcement account.	$ 4,288,971.00

II. FORFEITED FUNDS (Funds awarded to your agency by the judicial system)

A)	Beginning Balance: **Instructions**: Include total amount of forfeited funds that have been forfeited **to your agency** and are on hand (in your agency's account or in your agency's possession) at the beginning of the reporting period including interest. **Do not** include funds that have been forfeited but have not yet been received by your agency.	$ 3,114,044.00
B)	Ending Balance: **Instructions:** Total amount of forfeited funds that have been forfeited **to your agency** and are on hand (in your agency's account or in your agency's possession) at the end of the reporting period including interest. **Do not** include funds that have been forfeited but have not yet been received by your agency.	$ 2,941,741.00

III. SEIZURES DURING REPORTING PERIOD

A)	Amount Seized By Employees of Your Agency: **Instructions:** Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.	$ 960.00

B) Forfeiture Petitions Filed For All Agencies You Represent:
Instructions: Enter the **total amount** of seized funds for which forfeiture petitions were filed during the reporting period. (This should be a currency amount, for example $1,000). | $4,008,625.00

C) Property:
Instructions: List the number of items seized for the following categories:

Please Note: these should be a number, not a currency amount. For example: 4 pending, 3 seized, 12 new petitions, etc....	MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	REAL PROPERTY (Count each parcel seized as one item)	COMPUTERS Include computer and attached system components, such as printers and monitors as one item)	FIREARMS (Include only firearms seized for forfeiture under Chpt. 59. Do not include weapons disposed of under Chpt. 18)	OTHER (Include description)
Seized by your agency during reporting period:	15	-0-	-0-	-0-	64
New petitions filed for all agencies during reporting period:	263	5	6	7	850
Forfeited to your agency during reporting period:	22	-0-	-0-	-0-	63

IV. FORFEITED FUNDS RECEIVED DURING REPORTING PERIOD

Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period:
Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture. | $ 199,298.00

V. LACK OF LOCAL AGREEMENT:

Amount deposited to State Treasury to the Credit of the General Revenue Fund Due to Lack of Local Agreement (Art. 59.06 (a)): | $ -0-

VI. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	-0-
B)	Real Property (the number of separate parcels of property, not a currency amount):	-0-
C)	Computers (the number of computers, not a currency amount):	-0-
D)	Firearms (the number of firearms, not a currency amount):	-0-
E)	Other (the number of items, not a currency amount):	-0-

VII. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	-0-

B)	Real Property (the number of separate parcels of property, not a currency amount:	-0-
C)	Computers (the number of computers, not a currency amount):	-0-
D)	Firearms (the number of firearms, not a currency amount):	-0-
E)	Other (the number of items, not a currency amount):	-0-

VIII. **EXPENDITURES**

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes or for the official purpose of your office** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)	**SALARIES**		
1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	$ 414,763.00	
2.	Salary Budgeted Solely From Forfeited Funds:	$	
3.	Number of Employees Paid Using Forfeiture Funds:	63	
	TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:		$ 414,763.00

B)	**OVERTIME**		
1.	For Employees Budgeted by Governing Body:	$ -0-	
2.	For Employees Budgeted Solely out of Forfeiture Funds:	$ -0-	
3.	Number of Employees Paid Using Forfeiture Funds:	-0-	
	TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:		$ -0-

C)	**EQUIPMENT**		
1.	Vehicles:	$ -0-	
2.	Computers:	$ 1,768.00	
3.	Firearms, Vests, Personal Equipment:	$ -0-	
4.	Furniture:	$ -0-	
5.	Software:	$ 100.00	
6.	Maintenance Costs:	$ -0-	
7.	Uniforms:	$ -0-	
8.	K9 Related Costs:	$ -0-	
9.	Other (Provide Detail on Additional Sheet):	$ -0-	
	TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:		$ 1,868.00

D)	SUPPLIES		
1.	Office Supplies:	$ 13,378.00	
2.	Cellular Air Time :	$ -0-	
3.	Internet:	$ -0-	
4.	Other (Provide Detail on Additional Sheet) :	$ -0-	
	TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:		$ 13,378.00

E)	TRAVEL		
1.	**In State Travel**		
	a) Transportation:	$ 1,610.00	
	b) Meals & Lodging:	$ -0-	
	c) Mileage:	$ -0-	
	d) Incidental Expenses (Any other travel expense not included on a, b, or c above):	$ -0-	
	Total In State Travel	$ 1,610.00	
2.	**Out of State Travel**		
	a) Transportation:	$ -0-	
	b) Meals & Lodging:	$ -0-	
	c) Mileage:	$ -0-	
	d) Incidental Expenses (Any other travel expense not included on a, b, or c above):	$ -0-	
	Total Out of State Travel	$ -0-	
	TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:		$ 1,610.00

F)	TRAINING		
1.	Fees (Conferences, Seminars):	$ 2,751.00	
2.	Materials (Books, CDs, Videos, etc.):	$ -0-	
3.	Other (Provide Detail on Additional Sheet):	$ -0-	
	TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS		$ 2,751.00

G)	INVESTIGATIVE COSTS	
1.	Informant Costs:	$ -0-
2.	Buy Money:	$ -0-
3.	Lab Expenses:	$ -0-
4.	Other (Provide Detail on Additional Sheet) :	$ -0-

	TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:		$ -0-
H)	**TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE**		
1.	Total Prevention/Treatment Programs (pursuant to 59.06 (h), (I), (j):	$ 774.00	
2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	$ -0-	
	TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (I), (j), (n), (o)):		$ 774.00
I)	**FACILITY COSTS**		
1.	Building Purchase:	$ -0-	
2.	Lease Payments:	$ -0-	
3.	Remodeling:	$ -0-	
4.	Maintenance Costs:	$ -0-	
5.	Utilities:	$ -0-	
6.	Other (Provide Detail on Additional Sheet):	$ -0-	
	TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:		$ -0-
J)	**MISCELLANEOUS FEES**		
1.	Court Costs:	$ 9,472.00	
2.	Filing Fees:	$ -0-	
3.	Insurance:	$ -0-	
4.	Witness Fees:	$ -0-	
5.	Audit Costs and Fees:	$ -0-	
6.	Other (Provide Detail on Additional Sheet):	$ -0-	
	TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:		$ 9,472.00
K)	**PAID TO OR SHARED WITH COOPERATING AGENCY:**		$ -0-
L)	**TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report):**		$ 2,148.00
M)	**TOTAL EXPENDITURES:**		$ 446,764.00

BOTH THE COMMISSIONERS COURT AND ATTORNEY REPRESENTING THE STATE CERTIFICATIONS MUST BE COMPLETED

NOTE: ART. 59.06(g)(1) requires the Commissioners Court to perform the audit.

CERTIFICATION

I swear or affirm that the Commissioners Court has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE (Printed Name): Ramon Garcia

SIGNATURE: _____

COUNTY: Hidalgo

DATE: _____

CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and were made in accordance with Texas law.

ATTORNEY REPRESENTING THE STATE (Elected Official) (Printed Name): Rene Guerra

SIGNATURE: Rene Guerra

DATE: October 25, 2012

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

November 19, 2012

The Honorable Rene Guerra
Hidalgo County Criminal District Attorney
Hidalgo County Courthouse
100 N. Closner, 3rd Floor
Edinburg, Texas 78539

Re: Audit of the Chapter 59 Asset Forfeiture Audit Report by Attorney Representing the State
For the Fiscal Year Ended August 31, 2012
Audit No. 2012-36

Dear Mr. Guerra:

We have completed an audit of the "Chapter 59 Asset Forfeiture Audit Report by Attorney Representing the State" (Asset Forfeiture Report) for the fiscal year ended August 31, 2012 pursuant to Code of Criminal Procedure § 59.06 (g)(1), Local Government Code § 115.001 and § 115.0035, and our annual audit plan. The objective of the audit was to determine whether Chapter 59 seizures, forfeitures, receipts, and expenditures were properly accounted and reported.

Background:

Code of Criminal Procedure (CCP) Chapter 59 "Forfeiture of Contraband" provides for the forfeiture of contraband seized by peace officers employed by law enforcement agencies of the state and its political subdivisions. Chapter 59 defines "contraband" as property of any nature (including real, personal, tangible, or intangible property) that is used or intended for use in the commission of certain enumerated felonies, Class A and Class B misdemeanors, or property that is gained, acquired, and/or used to facilitate the commission of certain enumerated felonies and misdemeanors.

For the fiscal year ended August 31, 2012, the District Attorney's Office had Chapter 59 seizures as follows: cash totaling $ 960.00, 15 vehicles, and 64 other miscellaneous items. In addition, the following was awarded (forfeited) to the District Attorney's Office: cash totaling $ 146,516.13, 22 vehicles, and 63 other miscellaneous items.

Pursuant to CCP § 59.03 (c), a peace officer having custody of property must provide to the District Attorney a sworn statement that contains a schedule of the property seized, an acknowledgment that the officer has seized the property, and a list of the officer's reasons for the seizure. In addition, "not later than 72 hours after the seizure, the peace officer shall: (1) place the property under seal; (2) remove the property to a place ordered by the court; or (3) require a law enforcement agency of the state or a political subdivision to take custody of the property and move it to a proper location."

Pursuant to CCP § 59.04 (a) & (b), the District Attorney must commence forfeiture proceedings by filing a notice of the seizure and intended forfeiture (petition) with the District Clerk's Office not later than the 30th day after the date of the seizure.

Pursuant to CCP § 59.05 (b), forfeiture proceedings are conducted in accordance with rules and principles governing civil cases. If the court finds that the state has proven by a preponderance of the evidence that all or part of the seized property is subject to forfeiture, the judge shall forfeit the property to the state. Pursuant to CCP § 59.06 (f), a final judgment of forfeiture perfects the state's title to the forfeited property.

Pursuant to CCP § 59.05 (f), the District Clerk is entitled to court costs in forfeitures to the state of an amount greater than $2,500 as in other civil proceedings.

Pursuant to CCP § 59.06 (a), all forfeited property is administered by the District Attorney, acting as the agent of the state, in accordance with accepted accounting practices and with the provisions of any local agreement entered into between the District Attorney and law enforcement agencies (LEAs). If a local agreement has not been executed, the property shall be sold on the 75th day after the date of the final judgment of forfeiture at public auction under the direction of the county sheriff. Proceeds of the sale must be distributed in accordance with CCP § 59.06.

Pursuant to CCP § 59.06 (b), if a local agreement exists between the District Attorney and the LEA, the District Attorney may transfer the property to the LEA. Furthermore, CCP § 59.06 (c) states, if a local agreement exists between the District Attorney and LEAs, all money, securities, negotiable instruments, stocks or bonds, or things of value, or proceeds from the sale of those items shall be deposited, after the deduction of court costs which the District Clerk is entitled, into one or more of the following funds: (1) a special fund in the county treasury for the benefit of the District Attorney's Office, to be used by the District Attorney solely for the official purposes of his office; or (2) a special fund in the county treasury if distributed to a county LEA, to be used solely for law enforcement purposes, such as salaries and overtime pay for officers, officer training, specialized investigative equipment and supplies, and items used by officers in direct law enforcement duties.

Pursuant to CCP § 59.06 (b), the District Attorney's office entered into local agreements with the following LEAs: Cities of Alamo, Alton, Donna, Edinburg, Elsa, Hidalgo, La Joya, McAllen, Mercedes, Palmview, Penitas, Pharr, San Juan, Sullivan City, Weslaco, Mission, Edcouch, and Palmhurst; Constable Precinct 1; Constable Precinct 2; Constable Precinct 4; Hidalgo County Sheriff's Office, Texas Department of Public Safety (DPS), and HIDTA. In addition, the Hidalgo County District Attorney's Office entered into a special agreement with the Harris County Attorney and the Hidalgo County Sheriff's Office.

Pursuant to the local agreements, personal property not used for law enforcement purposes is to be sold and proceeds from the sale shall be paid 50% to the LEA and 50% to the District Attorney's Office, with the exception of HIDTA, which is paid 100% of the proceeds; and DPS, which is paid 70% of the proceeds and 30% is paid to the District Attorney. In addition, pursuant to the local agreements, the LEAs are responsible for paying all court costs, attorney ad-litem fees, depositions, title searches, title policies, confidential informants, and all costs related to forfeitures of real estate and personal property. Furthermore, money and forfeiture judgments shall be considered forfeited to the State once a forfeiture judgment has become final and no motion for new trial or notice of appeal has been taken. Texas Rule of Appellate Procedure No. 26.1 states that a notice of appeal must be filed within 30 days after the judgment is signed, with a few enumerated exceptions.

Pursuant to CCP § 59.06 (c), all money, securities, negotiable instruments, stocks or bonds, or things of value, or proceeds from the sale of those items, shall be deposited, after the deduction of court costs to which a district court clerk is entitled, according to the terms of the local agreement, into a special fund in the county treasury for the benefit of the District Attorney's Office, to be used solely for the official purposes of his office.

Pursuant to CCP § 59.06 (c-3) notwithstanding subsection (a), with respect to forfeited property seized in connection with a violation of Chapter 481, Health and Safety Code (Texas Controlled Substances Act), by the Department of Public Safety, in a proceeding under Article 59.05 in which a default judgment is rendered in favor of the state, the District Attorney shall enter into a local agreement with the department that allows the District Attorney either to: (1) transfer forfeited property to the department to maintain, repair, use, and operate for official purposes in the manner provided by subsection (b); or (2) allocate proceeds from the sale of forfeited property described by subsection (c), after the deduction of court costs as described by that subsection, in the following proportions: (A) 40 percent to a special fund in the department to be used solely for law enforcement purposes; (B) 30 percent to a special fund in the county treasury for the benefit of the District Attorney's Office, to be used solely for the official purposes of the District Attorney's Office; and (C) 30 percent to the general revenue fund.

Pursuant to CCP § 59.06 (d) proceeds awarded to a law enforcement agency or District Attorney's Office may be spent after a detailed budget has been submitted to Commissioners Court. The budget may not list details that would endanger the security of an investigation or prosecution. Commissioners Court may not use the existence of an award to offset or decrease total salaries, expenses, and allowances that the District Attorney receives from the Commissioners Court at or after the time the proceeds are awarded.

Pursuant to CCP § 59.06 (d-1) the District Attorney may not use proceeds or property received under this chapter to: (1) contribute to a political campaign; (2) make a donation to any entity, except as provided by Subsection (d-2); (3) pay expenses related to the training or education of any member of the judiciary; (4) pay any travel expenses

related to attendance at training or education seminars if the expenses violate generally applicable restrictions established by the commissioners court; (5) purchase alcoholic beverages; (6) make any expenditure not approved by the commissioners court, if the District Attorney holds an elective office and: (A) the deadline for filing an application for a place on the ballot as a candidate for reelection to that office in the general primary election has passed and the person did not file an application for a place on that ballot; or (B) during the person's current term of office, the person was a candidate in a primary, general, or runoff election for reelection to that office and was not the prevailing candidate in that election; or (7) increase a salary, expense, or allowance for an employee of the District Attorney's Office who is budgeted by the commissioners court unless the commissioners court first approves the increase.

Transportation Code § 501.022 (a)(2) states "the owner of a motor vehicle registered in this state may not operate or permit the operation of the vehicle on a public highway until the owner obtains: (A) title and registration for the vehicle; or (B) a receipt evidencing title for registration purposes only under Section 501.029. Transportation Code § 501.022 (b) states "a person may not operate a motor vehicle registered in this state on a public highway if the person knows or has reason to believe that the owner has not obtained a title for the vehicle." Transportation Code § 501.022 (c) states "the owner of a motor vehicle that is required to be titled and registered in this state must obtain a title to the vehicle before selling or disposing of the vehicle."

Transportation Code § 501.006 states that "on receipt of a verified request approved by the executive administrator of a law enforcement agency, the department may issue a title in the form requested by the executive administrator for a vehicle in an alias for the law enforcement agency's use in a covert criminal investigation."

District Attorney's Procedures

The District Attorney's Office requires LEAs to deposit seized currency into a certificate of deposit (CD) at the county depository under the name of the District Attorney's Office pending final disposition of the case. Seized personal property is maintained under the LEAs custody pending final disposition of the case. The LEA must provide the District Attorney's Office with a copy of the CD and receipt, if applicable, a sworn statement containing a schedule of the property seized, an acknowledgment that the officer seized the property, and a list of the officer's reasons for the seizure.

The District Attorney commences proceedings no later than the 30th day after the date of the seizure. The petitions are filed with the District Clerk pursuant to CCP § 59.04 (a) & (b). Once a judgment is rendered, the currency and/or personal property are distributed pursuant to the local agreement.

The District Attorney's Office determines whether forfeited personal property will be retained for official purpose of the District Attorney's Office or auctioned. If a vehicle is retained, the District Attorney submits an application for certificate of title, along with a copy of the final judgment, to the Texas Department of Motor Vehicles. Upon receipt, the original certificate of title is retained by the District Attorney's Office and insurance coverage is requested from the Department of Budget and Management's Safety Division. The District Attorney's Office subsequently sends a copy of the certificate of title, final judgment, proof of insurance coverage, and an asset tag request to the Purchasing Department's Fixed Assets Division. If the vehicle is not placed in use, a transfer form is prepared and the vehicle is declared surplus. The vehicle is safeguarded by the County's contracted auctioneer until the vehicle is auctioned.

The Purchasing Department is responsible for disposing of county assets. The Purchasing Department receives the auction proceeds and prepares a "Purchasing Department/ Fixed Asset Division Auction Report" that details the amount of proceeds to be receipted to each fund. The proceeds are then deposited with the Hidalgo County Treasurer to the credit of the applicable funds, including the District Attorney Investigation HB 65 Fund.

Scope and Methodology:

The scope of our audit was limited to a review of all seized currency and personal property for which a law enforcement agent's affidavit was made available to the County Auditor's Office for review and all forfeited currency and personal property for which a final judgment was rendered for the fiscal year ended August 31, 2012.

Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvements could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that

assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

In planning and performing our review, we conducted interviews with staff, sent confirmation letters to participating law enforcement agencies and financial institutions, reviewed applicable statutes, policies and procedures, and local agreements. The following procedures were performed:

1. Verified whether all Chapter 59 revenues recorded in *alio*, the County's financial accounting system, and required to be reported (i.e., cash forfeitures and interest) were included on the Asset Forfeiture Report.
2. Verified whether all Chapter 59 expenditures recorded in *alio* were included on the Asset Forfeiture Report and made solely for official purposes of the District Attorney's Office.
3. Reviewed the salary schedule adopted by Commissioners Court and compared it to District Attorney's Chapter 59 Forfeiture Fund "2012 Hourly Rate" report for the calendar year 2012 to verify whether the actual salary paid to employees did not exceed the budgeted salary amounts.
4. Compared schedules of forfeited assets prepared by the District Attorney's Office for the fiscal year ended August 31, 2012 to the "Cases disposed" reports generated from *AbleTerm* and *Odyssey,* the County's justice information systems, for the same period to determine if all forfeitures were reported on the Asset Forfeiture Report.
5. Compared schedules of seized assets prepared by the District Attorney's Office for the fiscal year ended August 31, 2012 to the "Cases filed" reports generated from *AbleTerm* and *Odyssey* for the same period to determine if all seizures were reported on the Asset Forfeiture Report.
6. Compared the list of CDs held by the county depository on behalf of the District Attorney's Office to the District Attorney's HB 65 financial statements as of August 31, 2012 to determine if all CD were properly accounted by the District Attorney's Office.
7. Reviewed confirmation letter responses received from LEAs that participated with the District Attorney's Office in Chapter 59 seizures to determine whether the seized and forfeited items and currency reported by the LEAs agreed to those reported by District Attorney's Office on the Asset Forfeiture Report.
8. Reviewed the procedures in place for the accounting of auction proceeds resulting from the sale of forfeited personal property by LEAs. In addition, we reviewed *alio* revenue reports and confirmation letters received from LEAs regarding forfeited vehicles sold through auction to determine if the District Attorney's portion of the auction proceeds were sent to the County Treasurer's Office within 30 days of the auction.
9. Reviewed the District Attorney's schedules of forfeited assets, *alio* revenue reports, and the Purchasing Department's "Auction Report" to determine if auction proceeds generated from the sale of forfeited vehicles were apportioned to the District Attorney Investigation HB 65 Fund by the Hidalgo County's Purchasing Department within 30 days of the auction.
10. Selected all 14 vehicles forfeited to the District Attorney that were not auctioned for physical identification and to determine whether the vehicles were assigned an asset tag number and insurance coverage was obtained.
11. Requested copies of the certificates of title from the Purchasing Department's Fixed Assets Division to determine if the 14 forfeited vehicles were titled to Hidalgo County.
12. Reviewed the affidavits prepared by the seizing officers and the CD receipts to determine if the CDs for the seized cash were opened in the amount noted on the affidavits within 72 hours of the seizure. In addition, we verified whether the seized amounts noted on the petitions filed by the District Attorney's Office agreed to the CD amounts and the seizing officers' affidavits.
13. Reviewed the CDs listed on the District Attorney's HB 65 financial statements as of August 31, 2012 and applicable case disposition information to determine if any funds were pending to be distributed to the proper parties.
14. Reviewed the "Due to others" accounts on the District Attorney's HB 65 financial statements as of August 31, 2012 to determine if a subsidiary ledger detailing to whom the funds were owed was maintained and if the funds were disbursed in a timely manner.

15. Reviewed schedules of filed cases generated from *AbleTerm* and *Odyssey* to determine if petitions were filed by the District Attorney's Office no later than the 30th day after the date of the seizure pursuant to CCP § 59.04 (a) & (b).
16. Reviewed cases, judgments, and checks issued by the District Attorney's Office to determine if forfeited funds were disbursed after the forfeited judgment became final (30 days after the judgment was signed) pursuant to the Texas Rule of Appellate Procedure No. 26.1.
17. Reviewed judgments, checks issued, "District Attorney Accounting Control Sheet," and county depository bank statements for the period under review to determine if forfeited funds were disbursed pursuant to the judgment and applicable local agreement.

Conclusion:

Based on the results of our audit, we have determined that generally Chapter 59 seizures, forfeitures, receipts, and expenditures were properly accounted and reported. More specifically, the following was noted:

- All Chapter 59 revenues recorded in *alio* and required to be reported were included on the Asset Forfeiture Report.
- All Chapter 59 expenditures recorded in *alio* were included on the Asset Forfeiture Report and made solely for official purposes of the District Attorney's Office.
- Employees actual salaries paid from the District Attorney Investigation HB65 Fund complied with the salary schedule approved by Commissioners Court.
- All forfeited assets listed on the schedules prepared by the District Attorney's Office and the "Cases disposed" reports generated from *AbleTerm* and *Odyssey* were included on the Asset Forfeiture Report.
- All seized assets listed on the schedules prepared by the District Attorney's Office and the "Cases filed" reports generated from *AbleTerm* and *Odyssey* were included on the Asset Forfeiture Report.
- There were 99 CDs totaling $4,288,887.79 held as of August 31, 2012 at the county depository. All 99 CDs were properly accounted by the District Attorney's Office.
- Confirmation letters were sent to the 16 LEAs that were identified as having Chapter 59 seizures to determine whether the seized and forfeited items and currency reported by the LEAs agreed to those reported by the District Attorney's Office on the Asset Forfeiture Report. Of the 8 LEAs that responded to the confirmation request:
  - 7 reported the same seized and forfeited items and currency that were reported by the District Attorney's Office on the Asset Forfeiture Report.
  - 1 reported no activity during the reporting period; however, according to records maintained by the District Attorney's Office, the LEA did seize currency and personal property during the reporting period. The currency and personal property seized by the LEA was reported by the District Attorney's Office on the Asset Forfeiture Report.

However, improvements could be made to the system of internal controls for the accounting and reporting of Chapter 59 seizures, forfeitures, receipts, and expenditures. More specifically, the following was noted:

1. The District Attorney's Office does not have any procedures in place to ensure that auction proceeds from the sale of personal property by LEAs are forwarded to the County Treasurer pursuant to the local agreements. For example, of 16 confirmation letters sent to LEAs, 3 (City of McAllen, City of Edinburg, City of Mission) were received confirming that proceeds totaling $192,575.00 ($128,875.00, $7,750.00 and $55,950.00) had been received from the auction of forfeited personal property during the period of review. However, as of the date of this report, the portion belonging to the District Attorney totaling $96,287.50 ($64,437.50, $3,875.00 and $27,975.00) has not been forwarded to the County Treasurer. According to the local agreements, the auction proceeds should have been forwarded within 30 days of the sale.

2. The County conducted auctions on February 18, 2012 and April 28, 2012 that generated Chapter 59 proceeds for the District Attorney's Office in the amount of $87,296.00 and $81,752.00, respectively. The proceeds from the February 18, 2012 auction were not apportioned to the District Attorney's Investigation HB 65 Fund within the 30 days of the sale as required by the local agreement. The funds were apportioned 223 days after the auction. The proceeds generated from the April 28, 2012 auction had not been apportioned to the District Attorney Investigation HB 65 Fund as of the date of this report.

3. Of the 14 forfeited vehicles retained by the District Attorney's Office:
   - 13 were physically located.
     - 1 was assigned an asset tag and insurance coverage was obtained; however, the asset tag was not affixed to the vehicle. According to the District Attorney's Human Resource Coordinator, the asset tag was affixed to the vehicle after our inquiry.
     - 12 did not have an asset tag and insurance coverage was not obtained. According to the Human Resource Coordinator, the vehicles will be sold through auction. Furthermore, 1 of the 12 assets was a 2002 Great Dane Trailer, which was being stored at the premises of the auctioneer previously contracted by the County.
   - 1 was not physically located (1999 Freightliner Tractor). The vehicle had not been assigned an asset tag and insurance coverage had not been obtained. We located a Freightliner Tractor at the currently contracted auctioneer's place of business; however, we could not confirm whether it was the missing Freightliner Tractor since the VIN (vehicle identification number) did not agree to the VIN on the judgment. According to the Human Resource Coordinator, the VIN for the 1999 Freightliner Tractor listed on the judgment was incorrect.

4. The 14 forfeited vehicles were not titled to Hidalgo County pursuant to Transportation Code § 501.022 and § 501.006. According to the Human Resource Coordinator, the vehicle title is not transferred to Hidalgo County until the vehicle is sold or retained for law enforcement purposes. However, 1 (2008 Chevy Malibu) of 14 vehicles was placed in use by the District Attorney's Office.

5. 51 cash seizures were made by LEAs and the District Attorney's Office during the period of review. Of the 51 cash seizures:
   - 19 CDs were opened within 72 hours of seizure.
   - 32 CDs were not opened within 72 hours of seizure. The CDs were opened 4 to 39 days after the date of seizure.
   - 50 CDs were opened for the seized amount noted on the affidavit.
   - 1 CD was opened by the Sheriff's Office's Accountant for $10.05 more than the amount noted on the affidavit ($3,255,189.45 instead of $3,255,179.40.) According to the Sheriff's Office Accountant, an error was made on the affidavit.
   - The seized amount noted on 2 petitions ($32,200.00 & $35,377.00) filed by the District Attorney's Office did not agree to the CD amount and the seizing officer's affidavit ($31,200.00 & $35,317.00, respectively). According to the District Attorney's Office Accountant, an error was made on the petitions and a correction would be made at the time the judgment was rendered.

6. There were 26 CDs totaling $97,447.01 (see Exhibit A) held by the District Attorney's Office in which an order for non-suit or final judgment had been rendered as of August 31, 2012; however, the funds remained to be distributed pursuant to the local agreement and the judgment. The orders for non-suit or final judgments were rendered as early as 2001.

   In addition, there were 34 CDs totaling $141,876.69 for which we could not determine if a non-suit or final judgment had been rendered (see Exhibit B) since sufficient information to identify the case for which the CD was opened was not provided by the District Attorney's Office. The CDs were opened as early as 2001.

7. As of August 31, 2012, the "Due to Others" account on the District Attorney's HB 65 financial statements had a balance of $31,031.48; however, a subsidiary ledger detailing to whom the funds were owed was not maintained. This balance has been carried forward since at least December 2003.

8. There were 211 petitions filed by the District Attorney's Office during the period of review. Of the 211 petitions, 13 petitions (disposition pending on 5 cases; default judgment rendered on 7 cases; modified judgment rendered on 1 case) were not filed within 30 days after the date of seizure as required by CCP § 59.04 (a) & (b). The petitions were filed from 1 to 50 days late.

9. Of 48 cases in which forfeited funds were distributed during the period of review, forfeited funds for 3 cases, in which a final judgment was rendered, were disbursed prior to the 30 days allowed to file a motion for new trial or notice of appeal.

10. Forfeited funds were not disbursed pursuant to the judgment and applicable local agreement as follows:

- Of 178 judgments, forfeited funds for 1 judgment were disbursed without making payment of court costs to the District Clerk. The final judgment amount was greater than $2,500.00.
- Court costs for 7 cases were paid to the District Clerk, although the final judgment amount was less than $2,500.00.
- The District Attorney's Office did not distribute to DPS 70% of the auction proceeds from the sale of personal property, after the deduction of applicable forfeiture costs, as required by the local agreement. Total auction proceeds from the sale of personal property that needed to be shared with DPS during the period of review totaled $55,000.00.

In addition, we noted that the District Attorney's Office distributed forfeited funds to the City of Harlingen's Police Department pursuant to a judgment. The forfeited funds had been seized by the Department of Public Safety. We found no evidence that a formal agreement was made with the Department of Public Safety to award the forfeited funds to the City of Harlingen's Police Department. According to the Assistant District Attorney, a verbal agreement was made between the prosecutors to award the forfeited funds to the City of Harlingen's Police Department.

Recommendations:

In our opinion, the issues identified during our review could be addressed by developing and implementing formal policies and procedures for the proper accounting and reporting of Chapter 59 seizures, forfeitures, receipts, and expenditures. At a minimum, procedures should require the District Attorney's Office to:

1. Coordinate with the LEAs to ensure that auction proceeds from the sale of forfeited property are distributed to the District Attorney's Office within 30 days of the auction. In addition, a formal request should be made that the District Attorney's portion of any auction proceeds currently being held by the LEAs be forwarded to the District Attorney's Office immediately. In the alternative, the requirement should be revised or removed from the local agreements.
2. Coordinate with Purchasing Department to ensure that auction proceeds from the sale of forfeited property are apportioned to the District Attorney Investigation HB 65 Fund within 30 days of the auction.
3. Coordinate with the auctioneer and the LEA that conducted the seizure to locate the vehicle not physically located. In addition, the District Attorney's Office should assign an employee responsibility for the accounting of forfeited vehicles. The employee should maintain a log that contains the following: vehicle forfeiture date, vehicle location, vehicle identification number, the name of the agency/auctioneer in possession of the vehicle, signature of the agency's representative/auctioneer acknowledging receipt of the vehicle, the agency the vehicle was seized by and the date the vehicle was declared surplus, and if applicable, the date the vehicle was sold through auction and the amount of auction proceeds received. Furthermore, forfeited property should be safeguarded on County property or at the premises of the auctioneer currently contracted by the County.
4. Ensure that a certificate of title is obtained pursuant to Transportation Code § 501.022 for forfeited vehicles whether the vehicle is retained for the official purpose of the District Attorney's Office or declared surplus. Management should ensure that the certificate of title is obtained for the vehicle (2008 Chevy Malibu) in use.
5. Require LEAs to open CDs within 72 hours of seizure. In addition, the District Attorney's Office should ensure that the CD receipt agrees to the seizing officer's affidavit and the petition prior to filing a petition with the court.
6. Ensure that CDs are distributed to the proper parties in a timely manner (30 days after the final judgment is signed). In addition, CDs should contain sufficient information to properly identify the case for which a CD was opened (e.g., cause number, law enforcement agency, seizure date, petition file date, etc).
7. Conduct research to identify the individual and/or organizations to which the "Due to Others" funds are owed and distribute the funds to the applicable parties in a timely manner. If the individuals are not identified, the funds should be escheated to the State Comptroller and/or County Treasurer, as appropriate. If the District Attorney's Office determines that funds consist of interest proceeds belonging to the District Attorney, the funds should be submitted to the County Treasurer's Office for deposit into the District Attorney Investigation HB65 Fund.

8. Ensure that petitions are filed on or before the 30th day after the date of the seizure as required by CCP § 59.04 (a) & (b).

9. Ensure that forfeited funds are only disbursed after the judgment becomes final (the judgment becomes final 30 days after it's signed and no motion for new trial or notice of appeal has been filed).

10. Ensure that forfeited funds are disbursed pursuant to the judgment and applicable local agreement. More specifically, court costs for forfeited amounts greater than $2,500.00 should be paid to the District Clerk prior to disbursing the funds to the corresponding LEA. Court costs for forfeited amounts less than $2,500.00 should not be paid. In addition, the District Attorney should ensure that 70% of the auction proceeds for personal property, after the deduction of applicable forfeiture costs, are distributed to DPS pursuant to the local agreement.

    Furthermore, the District Attorney's Office should ensure that forfeited funds are distributed in accordance with the local agreement. If the judgment requires distribution of forfeited funds to an LEA for which a local agreement has not been executed, the District Attorney's Office should ensure that a local agreement with the LEA is formalized prior to the distribution of funds.

Please provide management responses to findings 1 through 10 noted in the conclusion section of the report by December 7, 2012.

If you have any questions or would like to schedule a meeting to discuss the above noted recommendations, please call Alex Martinez, Internal Auditor I, at 318-2511 ext. 4653, Letty Chavez, Compliance Audit Supervisor, at ext.4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4644, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

Cc: The Honorable Ramon Garcia, County Judge
The Honorable Joel Quintanilla, Commissioner Precinct 1
The Honorable Hector Palacios, Commissioner Precinct 2
The Honorable Jose M. Flores, Commissioner Precinct 3
The Honorable Joseph Palacios, Commissioner Precinct 4
The Honorable Laura Hinojosa, District Clerk
Mr. Kent Richardson, Assistant Attorney General

Attachments: Exhibits A through B
Copy of the Chapter 59 Asset Forfeiture Report by Attorney Representing the State

EXHIBIT A

Schedule of Funds Pending to be Distributed

	CD Number	Case Number	Disposition Type	Disposition Date	Current Balance as of 8/31/2012
1	15029875	C-2082-00-C	Final Judgment	2/13/2003	19,943.01
2	15047105	C-1064-00-G	Dismissed by Plaintiff	3/5/2001	1,934.73
3	15047156	C-194-00-E	Dismissed by Plaintiff	11/6/2001	2,980.24
4	15047407	?	Case Declined	N/A	2,335.70
5	15048586	C-1475-04-H/C-1433-04-B	NonSuit	10/5/2004	8,062.91
6	15049493	C-1975-04-D	Dismissed by Plaintiff	10/26/2004	1,978.15
7	15056988	C-2575-05-H	Order for NonSuit	4/19/2006	1,008.34
8	15065782	C-2896-06-F	Order for NonSuit	3/14/2007	2,156.35
9	15065998	C-2963-06-D	Order for NonSuit	3/16/2007	1,617.37
10	15070573	C-2170-07-I	NonSuit	6/4/2008	1,973.46
11	15070778	C-2572-07-C	NonSuit	12/3/2007	1,190.21
12	15070840	C-2448-07-H	NonSuit	5/1/2008	3,313.30
13	15073734	?	Case Declined	N/A	956.73
14	15075109	C-2159-08-E	NonSuit	10/23/2008	2,042.19
15	15075621	C-2971-08-F	Dismissed by Plaintiff	3/17/2009	1,444.86
16	15078663	C-1991-09-J	Order for NonSuit	11/19/2009	617.07
17	15081710	C-3508-10-A	Final Judgment	9/20/2012	20,478.99
18	15081753	C-3374-10-H	NonSuit	3/31/2011	2,513.08
19	15082229	C-255-11-I	Dismissed by Plaintiff	6/8/2011	2,008.31
20	15082644	?	Case Declined	N/A	5,277.98
21	15082970	?	Case Declined		804.64
22	15083578	C-2673-11-J	NonSuit	N/A	328.94
23	15083691	C-2295-11-D	NonSuit	11/2/2011	1,014.06
24	15083926	C-652-12-C	Default Judgement	6/20/2012	5,956.68
25	15084094	C-1346-12-C	Agreed Judgement	8/3/2012	960.55
26	15084388	C-3673-11-A	Default Judgement	8/9/2012	4,549.16
				TOTAL	$ 97,447.01

EXHIBIT B

Schedule of CD's Lacking Information

	CD Number	Open Date	Current Balance as of 8/31/2012
1	15028445	9/28/2001	853.25
2	15028461	9/28/2001	978.17
3	15028488	9/28/2001	796.39
4	15046249	2/11/2004	3,759.17
5	15047113	4/15/2004	1,944.45
6	15047121	4/15/2004	3,640.25
7	15047148	4/15/2004	6,680.52
8	15047164	4/15/2004	1,634.25
9	15049752	9/21/2004	568.06
10	15053067	3/25/2005	4,218.83
11	15060659	1/17/2006	12,643.01
12	15061716	3/28/2006	1,496.45
13	15061732	4/4/2006	7,889.41
14	15065667	9/12/2006	1,841.52
15	15066392	12/12/2006	1,931.45
16	15069311	7/27/2007	412.50
17	15071154	1/15/2008	364.48
18	15071995	1/15/2008	341.39
19	15072002	1/15/2008	425.45
20	15072010	1/15/2008	793.15
21	15074315	6/19/2008	152.06
22	15078671	9/14/2009	1,719.68
23	15079465	11/9/2009	6,123.78
24	15079473	11/9/2009	1,077.34
25	15079481	11/9/2009	1,300.23
26	15079503	11/9/2009	991.51
27	15079511	11/9/2009	1,698.30
28	15079538	11/9/2009	511.91
29	15079546	11/9/2009	2,778.67
30	15079554	11/9/2009	2,327.34
31	15079562	11/9/2009	334.20
32	15081958	9/23/2010	60,559.55
33	15083721	8/29/2011	3,454.64
34	15085295	5/25/2012	5,635.33
		TOTAL	141,876.69

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FY 2012 Chapter 59 Asset Forfeiture Report
by Attorney Representing the State

Agency Name: Criminal District Attorney's Office

Reporting Period: 09/01/11 - 08/31/12
(example: 9/1/11- 08/31/12)

Name of Attorney Representing the State (Printed): Rene Guerra

Agency Mailing Address: 100 N. Closner Blvd.
County CourtHouse, 3rd. Floor
Edinburg, Texas 78539

Phone Number: 956-318-2300

County: Hidalgo

Email Address: Rene.Guerra@da.co.hidalgo.tx.us This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR AMOUNTS TO THE NEAREST WHOLE DOLLAR

I. SEIZED FUNDS (Funds that have been seized, but not yet been awarded to your agency by the judicial system)

A)	**Beginning Balance:** **Instructions:** Include total amount of seized funds on hand (in your agency's possession) at the beginning of the reporting period including interest. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g. a police department's account.	$ 585,778.00
B)	**Ending Balance:** **Instructions:** Include total amount of seized funds on hand (in your agency's possession) at the end of reporting period including interest. **Do not** include funds that are in an account held by another agency, e.g. a law enforcement account.	$ 4,288,971.00

II. FORFEITED FUNDS (Funds awarded to your agency by the judicial system)

A)	**Beginning Balance:** **Instructions:** Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at the beginning of the reporting period including interest. **Do not** include funds that have been forfeited but have not yet been received by your agency.	$ 3,114,044.00
B)	**Ending Balance:** **Instructions:** Total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at the end of the reporting period including interest. **Do not** include funds that have been forfeited but have not yet been received by your agency.	$ 2,941,741.00

III. SEIZURES DURING REPORTING PERIOD

A)	**Amount Seized By Employees of Your Agency:** **Instructions:** Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.	$ 960.00

B)	Forfeiture Petitions Filed For All Agencies You Represent: **Instructions:** Enter the **total amount** of seized funds for which forfeiture petitions were filed during the reporting period. (This should be a currency amount, for example $1,000).	$ 4,008,625.00

C) Property:
Instructions: List the number of items seized for the following categories:

Please Note: these should be a number, not a currency amount. For example: 4 pending, 3 seized, 12 new petitions, etc....	MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	REAL PROPERTY (Count each parcel seized as one item)	COMPUTERS Include computer and attached system components, such as printers and monitors as one item)	FIREARMS (Include only firearms seized for forfeiture under Chpt. 59. Do not include weapons disposed of under Chpt. 18)	OTHER (Include description)
Seized by your agency during reporting period:	15	-0-	-0-	-0-	64
New petitions filed for all agencies during reporting period:	263	5	6	7	850
Forfeited to your agency during reporting period:	22	-0-	-0-	-0-	63

IV. FORFEITED FUNDS RECEIVED DURING REPORTING PERIOD

	Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: **Instructions:** Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.	$ 199,298.00

V. LACK OF LOCAL AGREEMENT:

	Amount deposited to State Treasury to the Credit of the General Revenue Fund Due to Lack of Local Agreement (Art. 59.06 (a)):	$ -0-

VI. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	-0-
B)	Real Property (the number of separate parcels of property, not a currency amount):	-0-
C)	Computers (the number of computers, not a currency amount):	-0-
D)	Firearms (the number of firearms, not a currency amount):	-0-
E)	Other (the number of items, not a currency amount):	-0-

VII. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	-0-

B)	Real Property (the number of separate parcels of property, not a currency amount:	-0-
C)	Computers (the number of computers, not a currency amount):	-0-
D)	Firearms (the number of firearms, not a currency amount):	-0-
E)	Other (the number of items, not a currency amount):	-0-

VIII. **EXPENDITURES**

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes or for the official purpose of your office** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)	**SALARIES**			
1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	$ 414,763.00		
2.	Salary Budgeted Solely From Forfeited Funds:	$		
3.	Number of Employees Paid Using Forfeiture Funds:	63		
	TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:		$	414,763.00
B)	**OVERTIME**			
1.	For Employees Budgeted by Governing Body:	$ -0-		
2.	For Employees Budgeted Solely out of Forfeiture Funds:	$ -0-		
3.	Number of Employees Paid Using Forfeiture Funds:	-0-		
	TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:		$	-0-
C)	**EQUIPMENT**			
1.	Vehicles:	$ -0-		
2.	Computers:	$ 1,768.00		
3.	Firearms, Vests, Personal Equipment:	$ -0-		
4.	Furniture:	$ -0-		
5.	Software:	$ 100.00		
6.	Maintenance Costs:	$ -0-		
7.	Uniforms:	$ -0-		
8.	K9 Related Costs:	$ -0-		
9.	Other (Provide Detail on Additional Sheet):	$ -0-		
	TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:		$	1,868.00

D)	SUPPLIES		
1.	Office Supplies:	$ 13,378.00	
2.	Cellular Air Time :	$ -0-	
3.	Internet:	$ -0-	
4.	Other (Provide Detail on Additional Sheet) :	$ -0-	
	TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:		$ 13,378.00

E)	TRAVEL		
1.	In State Travel		
	a) Transportation:	$ 1,610.00	
	b) Meals & Lodging:	$ -0-	
	c) Mileage:	$ -0-	
	d) Incidental Expenses (Any other travel expense not included on a, b, or c above):	$ -0-	
	Total In State Travel	$ 1,610.00	
2.	Out of State Travel		
	a) Transportation:	$ -0-	
	b) Meals & Lodging:	$ -0-	
	c) Mileage:	$ -0-	
	d) Incidental Expenses (Any other travel expense not included on a, b, or c above):	$ -0-	
	Total Out of State Travel	$ -0-	
	TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:		$ 1,610.00

F)	TRAINING		
1.	Fees (Conferences, Seminars):	$ 2,751.00	
2.	Materials (Books, CDs, Videos, etc.):	$ -0-	
3.	Other (Provide Detail on Additional Sheet):	$ -0-	
	TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS		$ 2,751.00

G)	INVESTIGATIVE COSTS	
1.	Informant Costs:	$ -0-
2.	Buy Money:	$ -0-
3.	Lab Expenses:	$ -0-
4.	Other (Provide Detail on Additional Sheet) :	$ -0-

	TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:		$ –0–
H)	**TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE**		
1.	Total Prevention/Treatment Programs (pursuant to 59.06 (h), (l), (j):	$ 774.00	
2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	$ –0–	
	TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (l), (j), (n), (o))?		$ 774.00
I)	**FACILITY COSTS**		
1.	Building Purchase:	$ –0–	
2.	Lease Payments:	$ –0–	
3.	Remodeling:	$ –0–	
4.	Maintenance Costs:	$ –0–	
5.	Utilities:	$ –0–	
6.	Other (Provide Detail on Additional Sheet):	$ –0–	
	TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:		$ –0–
J)	**MISCELLANEOUS FEES**		
1.	Court Costs:	$ 9,472.00	
2.	Filing Fees:	$ –0–	
3.	Insurance:	$ –0–	
4.	Witness Fees:	$ –0–	
5.	Audit Costs and Fees:	$ –0–	
6.	Other (Provide Detail on Additional Sheet):	$ –0–	
	TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:		$ 9,472.00
K)	**PAID TO OR SHARED WITH COOPERATING AGENCY:**		$ –0–
L)	**TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report):**		$ 2,148.00
M)	**TOTAL EXPENDITURES:**		$ 446,764.00

BOTH THE COMMISSIONERS COURT AND ATTORNEY REPRESENTING THE STATE CERTIFICATIONS MUST BE COMPLETED

NOTE: ART. 59.06(g)(1) requires the Commissioners Court to perform the audit.

CERTIFICATION

I swear or affirm that the Commissioners Court has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE (Printed Name): Ramon Garcia

SIGNATURE:

COUNTY: Hidalgo

DATE:

CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and were made in accordance with Texas law.

ATTORNEY REPRESENTING THE STATE (Elected Official) (Printed Name): Rene Guerra

SIGNATURE: Rene Guerra

DATE: October 25, 2012

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

AI-35339 **District Attorney 9. B.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

District Attorney's Office- Bad Checks (1222):
1. Approval to create the following part-time position.

Position/Title	Slot #	Grade
Coordinator I	031	09

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2- 1222-412-00-080-006-0-XXX

FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

DA Bad Check
Funding available from lapsed salaries as of 11-16-12.
See attached salary analysis.

Attachments

transfer
job description
revised salary schedule
PAR Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/16/2012 04:46 PM
Rosalinda Cantu	Rosie Cantu	11/16/2012 05:10 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Sylvia Rios Started On: 11/16/2012 04:00 PM

Final Approval Date: 11/16/2012

INTRA-DEPARTMENTAL TRANSFER

DATE: **November 19, 2012**
DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**
DEPARTMENT NAME: **District Attorney's Office**
ACCOUNT NUMBER: **2-1222-412-00-080-006-0-XXX - BAD CHECKS ACCOUNT**
SUBJECT: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**
CONTACT PERSON: **Roy Cazares** PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO			
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**		**AMOUNT**
122	Temp P/T Employees	→	114	Reg F/T Employees	$	1,000.00
583	Travel Out of County	→	114	Reg F/T Employees	$	1,000.00
583	Travel Out of County	→	211	Health Insurance	$	347.00
583	Travel Out of County	→	212	Life Insurance	$	2.25
583	Travel Out of County	→	220	FICA	$	153.15
583	Travel Out of County	→	230	Retirement	$	206.60
583	Travel Out of County	→	250	Unemployment Comp.	$	10.01
		→			$	-
		→			$	-
		→			$	-
				TOTAL	**$**	**2,719.01**

REASON: Monies will be used to fund a Coordinator I position.



for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

COORDINATOR I

GRADE: 09

GENERAL DESCRIPTION

Performs routine (journey-level) program/department coordination duties providing consultative services and technical assistance to department staff, governmental agencies, community organizations, or the public. Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Implements various county programs depending on department assigned

Assists in implementing procedural or policy changes

Prepares performance reports, and recommends appropriate changes

Participates in planning, development, and implementation of activities relating to the department

Conducts surveys, inspections, or reviews to determine compliance with requirements, laws, regulations, policies, and procedures

May act as a department liaison to community and professional groups to coordinate, improve, and stimulate interest in the assigned program or activities

Reviews research findings relative to projects being developed

Reviews information on service delivery system methods, outputs, and activities to identify gaps in resources; and recommends improvements

Assists in analyzing operations and reviews reports, makes recommendations and provides justifications when needed

Assists in analyzing the applications and variations of programs to develop an action plan to improve the department

May provide consultative services and technical assistance to plan, implement, and monitor effective programs and services

May provide guidance in the development and integration of new methods and procedures

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year of experience in department coordination, business management, or a related field related to the specific program or department. Graduation from an accredited four-year college or university with a Bachelor's degree in public administration, management, or a field relevant to the assignment is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation.

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; and to communicate effectively.

Good verbal and written communication and presentation skills

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1222-412-00-080-006-0

AI - 35339

DA BAD CHECK

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0003	113	DEVELOPER & SYSTEM ENGINEER	17	5	$72,503.00	$72,503.00	$73,392.00	$780.00	$0.00	$0.00	$3,600.00	$0.00	$77,772.00
0007	113	ADMINISTRATIVE ASSISTANT V	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
0025	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$11,320.00	$11,320.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,320.00
T026	122	CLERK IV	7	11	$39,768.00	$39,768.00	$41,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,600.00
T027	122	CLERK I	1	0	$17,636.00	$17,636.00	$20,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,800.00
T028	122	CLERK I	1	0	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T029	122	CLERK II	3	0	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T030	122	CLERK II	3	0	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0031	**114**	**CREATE THE FOLLOWING PART-TIME POSITION COORDINATOR I**	**9**	**1**	**$34,360.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
				TOTAl	$292,916.00	$243,287.00	$190,396.00	$780.00	$0.00	$0.00	$3,600.00	$0.00	$194,776.00

PERSONNEL ACTION HIGHLIGHTED ABOVE PENDING CC APPROVAL.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: District Attorney's Office/ 080-006 Bad Checks DATE: 11/16/2012

CURRENT POSITION TITLE: CURRENT SLOT. #: 0031

REQUESTED POSITION TITLE: Coordinator I

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 34,360.00 (Proposed Budgeted Salary) $ 34,360.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other Funding will be taken from the District Attorney's Office Checks Account (1222)

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☒

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Department currently has an immediate need for a position that will assist victims of crime. Previously grant funded Crime Victim Liasion position was not renewed.

NEW POSITION: Brief job description and attach a copy of the new job description.

Will be assisting victims of crimes by: 1)assisting in filling out the Crime Victim Compensation 2) getting receipts of expenses to include as part of the restitution in the judgment 3)contacting police departments to expedite paperwork 4)look for doctors to provide service to victims 5) contact AG's office as to status on reimbursement or assistance to victims 6)assist with victims in court

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature]	11/16/2012			
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios 11.16.12				
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.					
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.					
	COMMISSIONERS COURT APPROVAL	DATE			

AI-35128 **Health & Human Services Dept. 10. C.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to Chapter 121 Local Public Health Reorganization Act; Sec. 121.006, requesting approval of fees for public health services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** various

FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

various revenue accounts depending on program associated with public health service.

Attachments

Health and Safety Code

Fees

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/06/2012 01:05 PM
Manuel Chapa	Manuel Chapa	11/08/2012 11:11 AM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Mike Escaname Started On: 11/06/2012 11:25 AM

Final Approval Date: 11/16/2012

HEALTH AND SAFETY CODE

TITLE 2. HEALTH

SUBTITLE F. LOCAL REGULATION OF PUBLIC HEALTH

CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 121.001. SHORT TITLE. This chapter may be cited as the Local Public Health Reorganization Act.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.002. DEFINITIONS. In this chapter:

(1) "Essential public health services" means services to:

(A) monitor the health status of individuals in the community to identify community health problems;

(B) diagnose and investigate community health problems and community health hazards;

(C) inform, educate, and empower the community with respect to health issues;

(D) mobilize community partnerships in identifying and solving community health problems;

(E) develop policies and plans that support individual and community efforts to improve health;

(F) enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

(G) link individuals who have a need for community and personal health services to appropriate community and private providers;

(H) ensure a competent workforce for the provision of essential public health services;

(I) research new insights and innovative solutions to community health problems; and

(J) evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.

(2) "Physician" means a person licensed to practice medicine by the Texas State Board of Medical Examiners.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 1, eff. June 19, 1999.

Sec. 121.003. POWERS OF MUNICIPALITIES AND COUNTIES. (a) The governing body of a municipality or the commissioners court of a county may enforce any law that is reasonably necessary to protect the public health.

(b) The governing bodies of municipalities and the commissioners courts of counties may cooperate with one another in making necessary improvements and providing services to promote the public health in accordance with The Interlocal Cooperation Act (Article 4413(32c), Vernon's Texas Civil Statutes).

(c) The commissioners court of a county may grant authority under this subsection to a county employee who is trained by a health authority appointed by the county under Section 121.021, by a local health department established under Section 121.031, or by a public health district established under Section 121.041 and who is not a peace officer. The court may grant to the employee the power to issue a citation in an unincorporated area of the county to enforce any law or order of the commissioners court that is reasonably necessary to protect the public health. A citation issued under this subsection must state the name of the person cited, the violation charged, and the time and place the person is required to appear in court. If a person who receives a citation under this subsection fails to appear on the return date of the citation, the court may issue a warrant for the person's arrest for the violation described in the citation.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 562, Sec. 1, eff. Aug. 26, 1991.

Sec. 121.0035. REGULATION OF MOBILE FOOD UNITS AND ROADSIDE FOOD VENDORS IN CERTAIN POPULOUS AREAS. (a) In this section, "mobile food unit" and "roadside food vendor" have the meanings assigned under Section 437.001.

(b) A municipality with a population of 1.5 million or more and

a county with a population of 3.4 million or more shall enforce state law and rules adopted under state law concerning mobile food units and roadside food vendors in the same manner that the county or municipality enforces other health and safety regulations relating to food service.

Added by Acts 2005, 79th Leg., Ch. 1288, Sec. 1, eff. September 1, 2005.

Sec. 121.004. LOCAL HEALTH UNITS. A local health unit is a division of municipal or county government that provides public health services but does not provide each service required of a local health department under Section 121.032(a) or of a public health district under Section 121.043(a).

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.005. STATE AND LOCAL AFFILIATION; CONTRACTS. (a) A local health unit, local health department, or public health district may become affiliated with the department to facilitate the exchange of information and the coordination of public health services.

(b) To be affiliated with the department, a local health unit, local health department, or public health district must annually provide to the department information relating to:

(1) services provided;

(2) staffing patterns; and

(3) funding sources and budget.

(c) The department may contract with a local health unit, local health department, or public health district for the provision of public health services.

(d) The board may adopt rules necessary to implement this section.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.006. PUBLIC HEALTH SERVICES FEES; STATE SUPPORT. (a) The governing body of a municipality, the commissioners court of a county, or the administrative board of a public health district may adopt ordinances or rules to charge fees for public health services.

(b) A municipality, county, or public health district may not deny public health services to an individual because of inability to pay for the services. A municipality, county, or public health district shall provide for the reduction or waiver of a fee for an individual who cannot pay for services in whole or in part.

(c) The Uniform Grant and Contract Management Act of 1981 (Article 4413(32g), Vernon's Texas Civil Statutes) and standards adopted under that Act control, if applicable, if the local health unit, local health department, or public health district receives state support for the provision of public health services.

(c-1) A fee for a public health service charged in the jurisdiction of a public health district may be uniform throughout the district regardless of which governmental entity member of the district charges the fee. The fee may be set at an amount up to the highest amount charged by any governmental entity member of the district.

(d) In this section, "public health services" means:

(1) personal health promotion and maintenance services;

(2) infectious disease control and prevention services;

(3) environmental and consumer health programs;

(4) public health education and information services;

(5) laboratory services; and

(6) administrative services.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 810, Sec. 1, eff. September 1, 2007.

Sec. 121.0065. GRANTS FOR ESSENTIAL PUBLIC HEALTH SERVICES. (a) Subject to the availability of funds, the department shall administer a program under which appropriated money may be granted to counties, municipalities, public health districts, and other political subdivisions for use by the counties, municipalities, public health districts, and other political subdivisions to provide or pay for essential public health services.

(b) The grants authorized by Subsection (a) shall be distributed equally between urban and rural areas of the state.

(c) The board shall adopt rules governing:

(1) the allocation formula for grants awarded under this section;

(2) the manner in which a municipality, county, public health district, or other political subdivision applies for a grant;

(3) the procedures for awarding grants; and

(4) the minimum essential public health services to be provided under the grant and other standards applicable to the services to be provided under the grant.

(d) A municipality, county, public health district, or other political subdivision that receives a grant under this section, in consultation with the department, shall develop a plan to evaluate the effectiveness, accessibility, and quality of the essential public health services that are provided under the grant. The plan must:

(1) identify the outcomes that are intended to result from the use of the grant money and establish a mechanism to measure those outcomes; and

(2) establish performance standards for the delivery of essential public health services and a mechanism to measure compliance with those standards.

(e) The governing body of the municipality, the commissioners court of the county, or the members of a public health district may appoint a local health board to monitor the use of the money received under this section.

(f) A public health board established under Section 121.034 or 121.046 may serve as the local health board authorized under Subsection (e).

(g) The governing body of the municipality or the commissioners court of a county may serve as the local health board authorized under Subsection (e). If the governing body of the municipality or the commissioners court of the county elects to serve as the local health board, the governing body or commissioners court may appoint an advisory committee to advise the governing body or commissioners court with respect to the use of the money granted under this section.

(h) Chapter 783, Government Code, and standards adopted under that chapter control if applicable to a grant made under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0066. ESSENTIAL PUBLIC HEALTH SERVICES PROVIDED BY DEPARTMENT. (a) Subject to the availability of funds, the department may provide essential public health services for a population for which a municipality, county, public health district, or other political subdivision is not receiving a grant to provide those services under Section 121.0065.

(b) Subject to the availability of funds, the department shall develop a plan that complies with Section 121.0065(d) to evaluate the effectiveness, accessibility, and quality of essential public health services provided under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0067. EVALUATION AND REPORT OF DELIVERY OF ESSENTIAL PUBLIC HEALTH SERVICES. (a) The department, in cooperation with municipalities, counties, public health districts, and other political subdivisions that receive grants under Section 121.0065, and the consortium established under Subchapter F, shall evaluate:

(1) the effectiveness, accessibility, and quality of essential public health services provided under the grant program established by Section 121.0065 and under Section 121.0066; and

(2) the adequacy of funding for those services.

(b) Not later than January 1 of each odd-numbered year, the department shall file with the governor and the presiding officer of each house of the legislature a report detailing the results of the evaluation conducted under Subsection (a). The report must include recommendations relating to:

(1) legislation to improve the effectiveness, accessibility, and quality of essential public health services; and

(2) appropriate funding for those services.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.007. PUBLIC HEALTH REGIONS. (a) The board may designate geographic areas of the state as public health regions to provide public health services.

(b) The board shall appoint a physician to serve as regional director for each public health region. The regional director is the

chief administrative officer of the region. The board shall establish the qualifications and terms of employment of a regional director.

(c) The board or its designee may require a regional director to perform the duties of a health authority. The regional director may perform those duties, as authorized by the board or commissioner, in a jurisdiction in the region in which the health authority fails to perform duties prescribed by the board under Section 121.024. The regional director shall perform the duties of a health authority in a jurisdiction in the region in which there is not a health authority.

(d), (e) Repealed by Acts 1999, 76th Leg., ch. 1378, Sec. 8, eff. June 19, 1999.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 1, eff. Sept. 1, 1991; Acts 1999, 76th Leg., ch. 1378, Sec. 3, 8, eff. June 19, 1999.

Sec. 121.008. ANNUAL CONFERENCE. (a) The board shall hold an annual conference for health authorities and for directors of local health departments and public health districts. The commissioner or the commissioner's designee shall preside over the conference.

(b) A county or municipality may pay necessary expenses incurred by its health authority or director in attending the conference.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER B. HEALTH AUTHORITIES

Sec. 121.021. HEALTH AUTHORITY. A health authority is a physician appointed under the provisions of this chapter to administer state and local laws relating to public health within the appointing body's jurisdiction.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 2, eff. Sept. 1, 1991.

Sec. 121.022. QUALIFICATIONS. (a) A health authority must be:

(1) a competent physician with a reputable professional

standing who is legally qualified to practice medicine in this state; and

(2) a resident of this state.

(b) To be qualified to serve as a health authority, the appointee must:

(1) take and subscribe to the official oath; and

(2) file a copy of the oath and appointment with the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.023. TERM OF OFFICE. A health authority serves for a term of two years and may be appointed to successive terms.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.024. DUTIES. (a) A health authority is a state officer when performing duties prescribed by state law.

(b) A health authority shall perform each duty that is:

(1) necessary to implement and enforce a law to protect the public health; or

(2) prescribed by the board.

(c) The duties of a health authority include:

(1) establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction;

(2) aiding the board in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction;

(3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to the board in the manner and at the times prescribed by the board;

(4) reporting to the board on any subject on which it is proper for the board to direct that a report be made; and

(5) aiding the board in the enforcement of the following in the health authority's jurisdiction:

(A) proper rules, requirements, and ordinances;

(B) sanitation laws;

(C) quarantine rules; and

(D) vital statistics collections.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.025. REMOVAL FROM OFFICE. A health authority may be removed from office for cause under the personnel procedures applicable to the heads of departments of the local government that the health authority serves.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER C. MUNICIPALITIES AND COUNTIES WITHOUT ORGANIZED LOCAL PUBLIC HEALTH DEPARTMENTS OR DISTRICTS

Sec. 121.028. APPOINTMENT OF HEALTH AUTHORITY. (a) The governing body of a municipality or the commissioners court of a county that has not established a local health department or a public health district may appoint a physician as health authority to administer state and local laws relating to public health in the municipality's or county's jurisdiction.

(b) The governing body of a municipality or the commissioners court of a county described by Subsection (a) that is receiving a grant under Section 121.0065 shall appoint a physician as health authority.

(c) An individual appointed to serve as health authority for a county or municipality may serve as the health authority for one or more other jurisdictions under an interlocal contract made in accordance with Chapter 791, Government Code.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 4, eff. June 19, 1999.

Sec. 121.029. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the time to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity that appoints the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991.

SUBCHAPTER D. LOCAL HEALTH DEPARTMENTS

Sec. 121.031. ESTABLISHMENT. The governing body of a municipality or the commissioners court of a county may establish a local health department by majority vote.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.032. POWERS AND DUTIES. A local health department may perform all public health functions that the municipality or county that establishes the local health department may perform.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 5, eff. June 19, 1999.

Sec. 121.033. DEPARTMENT DIRECTOR. (a) The governing body of a municipality or the commissioners court of a county shall appoint the director of the municipality's or county's local health department.

(b) The director is the chief administrative officer of the local health department, and if the director is a physician, the director is the health authority in the local health department's jurisdiction.

(c) The governing body of a municipality or the commissioners court of a county may designate a person to perform its appointment duties under this section.

(d) A director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body or the commissioners court, as appropriate, and the board.

(e) The governing body or the commissioners court, as appropriate, shall set the compensation of the director and the health authority in its jurisdiction, except that the compensation, including a salary, may be allowed only for services actually rendered.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Sec. 121.0331. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician who is employed by the municipality's or county's local health department to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the delegation to a shorter duration in the written delegation of authority.

Hidalgo County Health and Human Services Department

FULL PAY CLIENT'S PAYMENT SCHEDULE

HCHHSD Family Planning/Wellness Health Programs:

Family Planning(Female/Male) & Wellness Health Physical Exam for Female & Males:
(All appropriate labs included)---------- $50.00

Family Planning for age 25 and under ---------- $25.00

Repeat Lab Fees:

Pap Smear	$ 35.00
CT/GC	$ 35.00
RPR	$ 5.00
HIV	$10.00
Glucose Serum	$ 5.00
Rubella	$ 5.00
IUD Removal	$ 20.00

Family Planning Supplies:

Depo Provera (one injection)	$ 30.00
Foam (one)	$ 0.00
Condoms (Only 24 every 3 months)	**$ 0.00**

WALK-IN SERVICES:

Pregnancy Test	**$ 0.00**
Newborn Screen	$15.00
TB Skin Test (TST) (to include reading)	$15.00
Copy of Record/Imm/IMMTRAC/TST Card	$ 5.00
Flu Vaccine (Private)	$15.00

Fees for Department purchased vaccines will be based on the purchase and administration charges.

PRENATAL (non-Title V/Medicaid/CHIP):

Prenatal Intake (In-House Lab Only)	$ 30.00
Prenatal Physical Exam	
Pap Smear	$ 35.00
CT/GC	$ 35.00
Prenatal Panel (HIV/Rubella/HepB/RPR)	$ 30.00
RH	$ 5.00
QUAD	$35.00
Glucose Serum	$ 5.00
3 Hr. GTT	$ 20.00
Prenatal Return Visit	$ 10.00

Prenatal Supplies:

Prenatal Vitamins	$ 5.00
Iron	$ 5.00

CHILD HEALTH (non-Title V/Medicaid/CHIP):

Child Health Physical Exam (0-20 yrs)	$ 30.00
Lead Screen	$ 15.00
Electrophorisis	$ 15.00

Note: Immunizations & PPD are part of the CH PE as per the periodicity schedule/recommendations.

STD Program:

STD OV/Intake (to include HIV & RPR)	$ 10.00
STD PE (HIV, RPR & TX)	$ 25.00
STD FU/Intake (RPR, HIV & Treatment)	$ 10.00

***Note**: Fees for Family Planning, Prenatal & Child Health above are for clients that do not comply with program screening processes (Medicaid/CHIP/WHP). **In addition**, HCHHSD Family Planning (non-Medicaid/WHP) & Wellness Health; and, STD & Walk-In clients (one time service) are set fees as above.

CHARGES WILL BE COLLECTED PER ESTABLISHED GUIDELINES IN THE SCREENING, BILLING & CO-PAY MANUAL!

Hidalgo County Health and Human Services Department

INCOME GUIDELINES AND SCHEDULE OF CHARGES - SLIDING FEE SCHEDULE

IMMUNIZATIONS

(Monthly Income)

Family Size	0 – 100 %	101 – 185 %	186 – 200 %	201 % & Over
1	$0 - $931.00	$932.00 - $1723.00	$1724.00 - $1862.00	$1,863.00
2	$0 - $1261.00	$1262.00 - $2333.00	$2234.00 - $2522.00	$2,523.00
3	$0 - $1591.00	$1592.00 - $2944.00	$2945.00 - $3182.00	$3,183.00
4	$0 - $1921.00	$1922.00 - $3554.00	$3555.00 - $3842.00	$3,843.00
5	$0 - $2251.00	$2252.00 - $4165.00	$4166.00 - $4502.00	$4,503.00
6	$0 - $2581.00	$2582.00 - $4775.00	$4776.00 - $5162.00	$5,163.00
7	$0 - $2911.00	$2912.00 - $5386.00	$5387.00 - $5822.00	$5,823.00
8	$0 - $3241.00	$3242.00 - $5996.00	$5997.00 - $6482.00	$6,483.00
FEE PER VACCINE	$5.00	$5.00	$10.00	$14 Max Charge

DO NOT COLLECT ON ANY PREVIOUS BALANCES.

ADULT IMMUNIZATION EXPANSION PROGRAM $14 PER VACCINE

This schedule shall be used to determine if a client is eligible to pay in accordance with the Eligibility Guidelines: however, services shall not be denied due to inability to pay.

Hidalgo County Health and Human Services
Income Guidelines & Schedule Of Charges - **SLIDING FEE SCHEDULE**

TITLE V & NON TITLE V CLIENTS INCLUDING TUBERCULOSIS CLIENTS

	TITLE V ELIGIBLE CLIENTS		NON TITLE V CLIENTS	
Family Size	**0 – 100 %**	**101 – 185 %**	**186 – 200 %**	**201 % & Over**
1	$0 - $931.00	$932.00 - $1723.00	$1724.00 - $1862.00	$1,863.00
2	$0 - $1261.00	$1262.00 - $2333.00	$2234.00 - $2522.00	$2,523.00
3	$0 – 1591.00	$1592.00 - $2944.00	$2945.00 - $3182.00	$3,183.00
4	$0 - $1921.00	$1922.00 - $3554.00	$3555.00 - $3842.00	$3,843.00
5	$0 - $2251.00	$2252.00 - $4165.00	$4166.00 - $4502.00	$4,503.00
6	$0 - $2581.00	$2582.00 - $4775.00	$4776.00 - $5162.00	$5,163.00
7	$0 - $2911.00	$2912.00 - $5386.00	$5387.00 - $5822.00	$5,823.00
8	$0 - $3241.00	$3242.00 - $5996.00	$5997.00 - $6482.00	$6,483.00
CHARGE	**NO COPAY**	**25 %**	**30 %**	**Full Pay**

TB CLIENTS	**NO COPAY**	**25 %**	**25 %**	**25 %**

Copay will be assessed based on (but not to exceed) allowed percentage of the total visit charge.

DO NOT COLLECT ON ANY PREVIOUS BALANCES FOR ANY PROGRAM.

TUBERCULOSIS COPAY assessment: TB clients 0-100% No Copay; TB clients at 101% & over, copay is 25% of the total visit charge.

- NO COPAY FOR CONTACT INVESTIGATIONS, PPD's, OR DOT's
- NO COPAY ON INITIAL NURSE ONLY
- COPAY WILL BE ASSESSED ON PHYSICIAN E/M VISITS
- COPAY WILL BE ASSESSED ONCE A MONTH ONLY (MONTHLY TOXICITY)

This Schedule shall be used to determine if a client is eligible to pay in accordance with the Eligibility Guidelines; however, services shall not be denied due to inability to pay.

AI-35279 **Fire Marshal's Office 11. A.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Juan Martinez **Submitted By:** Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Discussion on the current status of the Linn San Manuel Fire Department.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/14/2012 03:51 PM
Roland Garcia	Rolando Garcia	11/16/2012 01:18 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Yolanda Orozco Started On: 11/14/2012 03:35 PM

Final Approval Date: 11/16/2012

AI-35298 **Adult Probation 12. A.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Adult Probation-Irma Limas/Judge Rodriguez **Submitted By:** Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Drug Court (1100):
1. Approval to create the following full-time position:

Slot No.	Position Title	Budgeted Salary
0002	Clerk I	$22,000.00

2. Approval of appropriation from reserved funds.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-423-00-320-014-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds for proposed position and related fringe benefit expenditures available pending approval of appropriation of funds.

Monies are to be unreserved by Auditor's office from acct #2-1100-250-10-000-011-0-000 "Reserved F/B-Drug Court Cost Fees".

Attachments

Appropriation
PAR
Job Description
Fiscal Note
Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/16/2012 10:35 AM
Sylvia Solis	Sylvia Solis	11/16/2012 03:42 PM
Rosalinda Cantu	Rosie Cantu	11/16/2012 04:39 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Sylvia Rios Started On: 11/15/2012 10:07 AM

Final Approval Date: 11/16/2012

DATE: November 20, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Adult Probation - Drug Court

ACCOUNT NUMBER: 2-1100-423-00-320-014-0-XXX

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-423-00-320-014-0-113	Drug Court -	Reg F/T Employees	2,528.74
2-1100-423-00-320-014-0-211	Drug Court -	Health Insurance	645.74
2-1100-423-00-320-014-0-212	Drug Court -	Life Insurance	3.06
2-1100-423-00-320-014-0-220	Drug Court -	FICA	193.45
2-1100-423-00-320-014-0-230	Drug Court -	Retirement	251.61
2-1100-423-00-320-014-0-250	Drug Court -	Unemployment Compensation	12.64
		TOTAL BUDGET INCREASE (DECREASE)	**3,635.24**

REASON: To appropriate funding to cover for the prorated salary and related fringe benefit expenditures for the creation of one (1) Clerk I position, slot no. 0002, budgeted salary $22,000.00/yr.
Note: Monies are to be unreserved from acct #2-1100-250-10-000-011-0-000 "RESERVED F/B-DRUG COURT COST FEES"

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

Received
NOV 14 2012
Human Resources

DEPARTMENT NAME/NUMBER: DRUG COURT (320-014) DATE: 11/14/2012

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0002

REQUESTED POSITION TITLE: CLERK I

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (Adult Probation Salary Scale)

$ 0.00	$ ~~18,564.00~~ 22,000.00	$ ~~18,564.00~~ 22,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[X]	Exempt	[ ]
Non-Exempt	[ ]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The clerk is needed to do data entry into the computer system and clerical functions for the drug court. The clerk will be a Hidalgo County Adult Probation employee with Health & Life Insurance benefits thru ERS, and will be housed at the Adult Probation office.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11-14-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	Esther A. Cortez by Virginia Ruiz HUMAN RESOURCES DIRECTOR	11.15.12 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/16/12 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

November 15, 2012

JOB VACANCY
Hidalgo County C.S.C.D.

JOB TITLE:	Clerk I
SALARY RANGE:	$1,833.33 mo.
CLOSING DATE:	**Friday, November 30, 2012**
CONTACT PERSON:	Irma M. Limas, Personnel Administrator

Minimum Requirements:

-High School Graduate, Bilingual preferred,
-Must possess a valid driver's license and proof of liability insurance,
-Must be computer literate with 35-40 WPM,
-Must possess one (1) year clerical experience,
-Must possess good communication skills - verbal and written,
-Must possess the ability to maintain accurate records
-Must possess the ability to perform clerical duties of a confidential nature,
-Must posses the ability to assist in preparing reports,
-Must possess the ability to plan, coordinate and work with numerical detail,
-Must be able to work hours which do not always coincide with a Monday through Friday, 8:00 a.m. to 5:00 p.m. schedule,
-Must possess reliable transportation and liability insurance for work related travel, at all times,
-Regular and timely attendance is a must,
-Perform all related duties as assigned, and
-Must have not ever been convicted of or placed on court-ordered community supervision/probation for any criminal offense classified as a Class A misdemeanor or higher.

If you meet the above minimum requirements and are interested in applying for this position, please submit a letter of intent to Irma M. Limas, Personnel Administrator describing your skills and attributes which would make you a good choice for the position no later than **5:00 p.m. on Friday, November 30, 2012.**

NOTE: Under the Fair Labor Standards Act, this is a non-exempt position.

C.S.C.D. is an Equal Opportunity Employer

APPROVED FOR POSTING:

JOB DESCRIPTION

JOB TITLE: Clerk I

REPORTS TO: Section Supervisor

DUTIES:

A. Responsible for performing basic clerical duties of a confidential nature.

B. Provides support in communicating pertinent information to Community Supervision Officer and other staff.

C. Promote a positive image of the Department and maintain a high level of professionalism at all times.

D. Perform any other duties as assigned.

Note: Under the Fair Labor Standards Act this is a non-exempt position.

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, November 20, 2012** **Agenda Item:** 35298

Summary of request/proposal:
DRUG COURT (1100):
Approval to create the following full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	CLERK I	0002	113	0.00	22,000.00	22,000.00
				0.00	22,000.00	22,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-423-00-320-014-0-	113	DRUG COURT -	REG F/T EMPLOYEES	$2,528.74
2-1100-423-00-320-014-0-	211	DRUG COURT -	HEALTH INSURANCE	$645.74
2-1100-423-00-320-014-0-	212	DRUG COURT -	LIFE INSURANCE	$3.06
2-1100-423-00-320-014-0-	220	DRUG COURT -	FICA	$193.45
2-1100-423-00-320-014-0-	230	DRUG COURT -	RETIREMENT	$251.61
2-1100-423-00-320-014-0-	250	DRUG COURT -	UNEMPLOYMENT COMP	$12.64
2-1100-423-00-320-014-0-	260	DRUG COURT -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$3,635.24

2013 Budgetary Impact: $31,626.56

Possible Funding Sources: RESERVED F/B - DRUG COURT COST FEES

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY

COMMISSIONER COURT

2012 SALARY SCHEDULE

2-1100-423-00-320-014-0

AI - 35298

DRUG COURT

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ADULT SUPERVISION OFFICER	$0.00	$43,335.00	$43,335.00	0	$0.00	$0.00	$43,335.00	$43,335.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,335.00
		CREATE THE FOLLOWING:														
0002	**113**	**CLERK I**	**$0.00**	**$22,000.00**	**$22,000.00**	**0**	**$0.00**	**$0.00**	**$22,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$0.00	$65,335.00	$65,335.00		$0.00	$0.00	$65,335.00	$43,335.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,335.00

Approval to created one (1) full-time Clerk I position, slot no. 0002, budgeted salary $22,000.00/yr.
Personnel action pending CC approval.

AI-35285 **Facilities Management 13. A.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Facilities Mgmt. **Submitted By:** Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of City of McAllen Public Utility Application to initiate utility services at new building located at 9805 North 10th St., McAllen, TX.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-40-220-001-0-411

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available funds as of 11/14/12.

Attachments

Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/15/2012 08:28 AM
Olga Garza	Merlen P. Munoz	11/16/2012 01:31 PM
Perla Lopez	Perla Lopez	11/16/2012 03:04 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Olga Garza Started On: 11/14/2012 04:28 PM

Final Approval Date: 11/16/2012

City of McAllen
McAllen Public Utility

Commercial Service Application / Solicitud de Servicios Comerciales

Please check the following that apply to your request / Por favor de indicar lo que solicita

☐ **Initiate Services / Iniciar Servicios**
☐ **Discontinue Services / Descontinuar Servicios**
ATTN: Any request made after 1:00PM will be processed for the next business day. / Cualquier solicitud de servicio después de la 1:00PM será procesada el próximo día hábil.

Effective Service Date / Fecha del Servicio: Oct. 5, 2012

Service Address / Dirección del Servicio: 9805 N. 10th St., McAllen TX
Acct. # 00 28454

Business Type / Tipo de Negocio:
☐ **Sole proprietorship**
☐ **Limited Liability Company(LLC)**
☐ **Inc or Corp**
☐ **Limited Company (Ltd)**
☐ **Partnership**

☐ **Sign me up for Paperless Billing**
E-mail address: _____

☐ **DO NOT sign me up for Paperless Billing.**

Customer Information / Información del Cliente:

Account Name **(as it will appear on the bill)** / Nombre: Hidalgo County
Owner's Name(s): Hidalgo County
Authorized Personnel on Acct. / Personal Autorizado en la Cuenta: Hidalgo County Facilities Management Dept.
Business Ph. # /Teléfono de Negocio: (956) 289-7850/7851
2nd contact # /Numero Alternativo: (956) 289-7852
DL or ID #/ No. De Identificación: _____
Tax ID #/ No. del impuesto federal: 74-6000-717
Mailing Address / Dirección del Recibo: P.O. Box 1356
City / Cuidad: Edinburg State / Estado: TX Zip Code/ Codigo Postal: 78539

In case of an entity, an authorized representative should execute this document by stating his name and title below. The above signed acknowledges that he/she is responsible for final services rendered and charged on final bill.



Print Name / Nombre: _____ Title / Título: _____

Signature / Firma: _____

Date / Fecha: _____

City of McAllen
McAllen Public Utility

SERVICE AGREEMENT

I. **PURPOSE** The McAllen Public Utility (MPU) is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of these restrictions to ensure the public's health and welfare. Each customer **MUST** sign this agreement before the McAllen Public Utility will begin service. In addition, when services to an existing connection has been suspended or terminated, the MPU will not establish service unless it has a signed copy of this agreement.

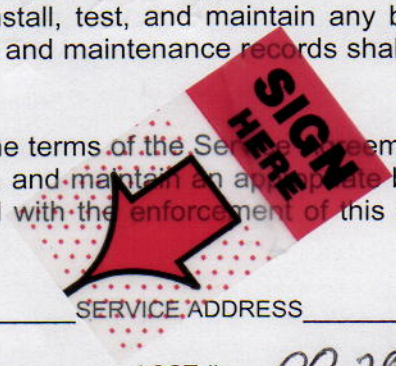
II. **PLUMBING RESTRICTIONS.** The following undesirable plumbing practices are prohibited by State regulations.

A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the MPU by an air-gap or an appropriate backflow prevention device.
B. No cross-connection between the MPU and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
C. No connection which allows water to be returned to the public drinking water supply is permitted.
D. No pipe or pipe fitting which contains more than 8.0 percent lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
E. No solder or flux which contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. SERVICE AGREEMENT. The following are the terms of the service agreement between the McAllen Public Utility and the customer.

A. The MPU will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the MPU.
B. The Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the MPU or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the MPU normal business hours.
C. The MPU shall notify the Customer in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or the periodic re-inspection.
D. The Customer shall immediately correct any undesirable plumbing practice on his premises.
E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the MPU. Copies of all testing and maintenance records shall be provided to the MPU.

IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the MPU shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer. CD:1:14



PRINT CUSTOMER NAME_____ SERVICE ADDRESS_____

CUSTOMER SIGNATURE_____ ACCT # 0028454

City of McAllen - Public Works - Solid Waste Collection

SERVICE AGREEMENT/APPLICATION

Commercial Sanitation Services

Customer Information

Name (Personal or Business): Hidalgo County Date: 11/9/12

Service Address (location): 9805 N. 10th St., Mcallen, TX.

Billing Address: P.O Box 1356

City: Edinburg State: TX ZIP Code: 78539 DL#: N/A

Phone: (956) 289-7850/7851 Fax: (956) 318-2648 E-mail: _____

Contact Name: _____ Phone: _____

☐ Owner ☐ Contractor ☐ Tenant ☑ Other Gov.

P.U.B Account Number

Customer ID # _____ Location ID # _____

Service Request - Indicate Service Type

Place	Remove	Wash & Deodorize	Increase Pick-Ups	Decrease Pick-Ups	Extra Pick-Up
☐	☐	☐	☐	☐	☐

Lid Locks	Increase Dumpster Size	Decrease Dumpster Size	Temporary Dumpster	Miscellaneous
☐	☐	☐	☐	☐

Service Description

Delivery / Start Date	Dumpster Quantity	Dumpster Size	Number of Pick-Ups Per Week	Estimated Cost Per Month	Delivery Address

Dumpster Size	Monthly Rates & Service Frequency Per Week					Extra Pick-Ups	Wash & Deodorize	Lid Lock Fee	Temporary 8 Yard Dumpster Fee
	2	3	4	5	6				
2	$73.37	$110.72	$146.75	$175.60	$200.11	$14.00	$52.03	$33.08	$52.50 Per Day
4	$140.07	$209.44	$276.14	$297.49	$378.86	$25.20	$52.03	$33.08	
6	$174.76	$261.47	$348.18	$434.89	$520.28	$33.60	$52.03	$33.08	
8	$232.12	$348.18	$464.24	$580.30	$696.36	$42.00	$58.70	$33.08	

DUMPSTER DIMENSIONS

SIDE LOADER				FRONT LOADER							
2 Yard		4 Yard		2 Yard		4 Yard		6 Yard		8 Yard	
D	3 3'	D	4'	D	3'	D	4'	D	5 6'	D	5 6'
W	4 10'	W	4 10'	W	6'	W	6'	W	6'	W	6'
H	4 4'	H	5 8'	H	3'	H	4 8'	H	5'	H	6 8'

City of McAllen - Public Works
SERVICE AGREEMENT

SECTION I.
SERVICES

Customer grants the City of McAllen - Solid Waste Department and its authorized employees and/or representatives to provide the services requested as detailed in page 1 of this agreement. Customer must sign this agreement before the City of McAllen will begin services. The City of McAllen shall furnish the equipment and services that are necessary to collect and dispose of and/or recycle all the customer's solid waste materials. Customer represents and warrants that the materials to be collected under this Agreement will only be "waste materials" as defined in this Agreement. "Waste materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials that are generated by the customer or at customer's service address. "Waste materials" specifically excludes, and the customer agrees not to deposit or permit the deposit or collection of, industrial process waste, asbestos containing materials, petroleum contaminated soils, radioactive, volatile, corrosive, flammable, explosive, bio-medical, infectious, bio-hazardous, toxic or hazardous waste or material, or toxic substances, as defined by, characterized or listed under federal, state, or local laws or regulations, or Special Waste not approved in writing by the City of McAllen (collectively "excluded materials"). Title to and liability for excluded materials shall remain with the customer at all times.

SECTION II.
RELEASE OF LIABILITY & AGREEMENT TO INDEMNIFY & HOLD HARMLESS

WHEREAS, the undersigned person or entity has requested that The City of McAllen provide garbage collection services at the property listed on this application, of which said person or entity is the tenant, owner and/or agent of owner, and that in order to deliver garbage collection services, the City will have access to the property by means of private property, a private road, alley or drive way, for which the undersigned does hereby agree to indemnify, defend, or hold harmless, the City , its officers, agents, and employees from and against any and all claims/judgments, for damages and/or liabilities, including, but not limited to claims for personal injury and/or damage to property, inclusive of damage to private road, alley or driveway access; except that the undersigned shall have no such obligation to the City in the event that damages and/or liabilities arising from the negligent or intentional acts or omissions of the City, its agents and/or employees.

IN ADDITION, the undersigned further agrees that he/she will release from all liability and hold the City, its agents, officers, employees harmless from, and make no claim for, any loss, damage or other injury which he/she may suffer as a result of the use of the property; except as a result of the negligent or intentional acts on omissions of the City, its officers, agents and/or employees.

SECTION III.
SERVICE REQUEST

I, _____,(print name), _____,(Job Title), a duly authorized / legal representative of above said company, by way of this document formally request the above mentioned modifications be made of the services I am receiving from the City of McAllen, a Municipal Corporation in the State of Texas. More specifically, from the City of McAllen Public Works Department, I request that as of:___/___/___(date), the above mentioned services be rendered. I recognize and accept that this request form will supersede any prior service request made on behalf of this company or by its authorized representative.

In accordance with the rules and regulations, fees, charges and any and all relevant ordinances hereto set forth by the commissioners of the City of McAllen, I hereby agree to pay the charges regularly, and as shown above, upon receipt of a monthly invoice from the City of McAllen. If I/we fail to pay the monthly fees for garbage service, I/we authorize to allow the City of McAllen to disconnect my/our water meter and to withhold water service until all amounts due for water, garbage, and sewer services, as well as re-connect fees and all other fees set out in the City of McAllen ordinances, for all of my/our accounts are paid in full.

SIGN HERE

ACKNOWLEDGEMENT AND AUTHORIZATION

_____ Applicant Signature

_____ Applicant Name (print)

_____ Date

_____ City of McAllen Representative

_____ Employee Title Employee #

_____ Date

AI-35183 **Urban County 14. A.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Ester Gonzalez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program (UCP) is requesting approval of Resolution authorizing (1) the submission of a 2012 Colonia Economically Distressed Areas Program (CEDAP) fund application in the amount of $500,000.00, and (2) the County Judge to act as the County's Executive Officer and Authorized Representative in all matters pertaining to the County's participation in the Texas Department of Agriculture's Texas Community Development Block Grant Program 2012 CEDAP fund application.

BACKGROUND

This Resolution is required as part of the County's participation in the Texas Department of Agriculture (TDA)
Texas Community Development Block Grant Program fund application. The funds will be utilized for Rehab:
Single-Unit sewer service, to include yardline connections and decommissioning of septic tanks within colonias
located in the City of Alamo and will benefit approximately 358 households. Please see attached Resolution.

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2012 04:57 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Mary Flores Started On: 11/07/2012 04:27 PM

Final Approval Date: 11/16/2012

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE 2012 COLONIA ECONOMICALLY DISTRESS AREAS PROGRAM GRANT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Commissioners' Court of the County of Hidalgo desires to develop a viable urban community including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the County of Hidalgo to apply for funding under the 2012 Texas Community Development Block Grant Program - Colonia Economically Distress Areas Program fund;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS:

1. That a Texas Community Development Block Grant Program Application for the Colonia Economically Distress Areas Program Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Agriculture.

2. That the County's application be placed in competition for funding under the 2012 Colonia Economically Distress Areas Program Fund.

3. That the application be up to $500,000 of grant funds to provide first-time sewer services (yardlines, septic tank decommission, and related improvements) for low and moderate-income persons residing within colonias located in the City of Alamo.

4. That the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.

PASSED AND APPROVED THIS ____th DAY OF NOVEMBER, 2012.

ATTEST:

_____
Ramon Garcia, County Judge
Hidalgo County, Texas

_____
Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

Diana Martinez
Mayor

Trino Medina
Mayor Pro-Tem

Maria del Pilar Garza
Commissioner

Eleazar Escobedo
Commissioner

Victor Perez
Commissioner

Luciano Ozuna, Jr.
City Manager

ALAMO
REFUGE TO THE VALLEY

Received
APR 18 2012

April 16, 2012

Mrs. Diana Serna, Director
Hidalgo Urban County Program
1916 Tesoro Blvd.
Pharr, Texas

Dear Mrs. Serna:

On behalf of the City of Alamo I hereby submit this correspondence requesting your assistance to join Commissioner Tito Palacios and me in an effort to provided sanitary sewer services to the colonias of Campo Alto, Var- Bar Estates, Rancho Escondido, Salazar Subdivision and Guadalupe # 1 and # 2. These colonias are outside the incorporated limits of the City of Alamo. Four of them are located at the corner of SH 495 and the other two are located on Border Road north of Expressway 83. All together the six colonias consist of approximately 315 households.

The City of Alamo has obtained a grant from the Texas Water Development Board (TWDB) to provide the main lines, force mains, manholes, and lift stations. TWDB suggested that the City apply to the Texas Department of Agriculture under their CEDAP program for house connections. I have contacted TDA and they informed me that the application must be submitted by the County so that the houses in those colonias can be eligible. I understand your program has successfully submitted applications to that agency and that is why I come to you for assistance. The City will provide you with any necessary information you need including personnel to conduct surveys.

I hope that my request meets with your approval, however, please call me if you require any additional information.

Respectfully,

Diana Martinez
Mayor

420 N. Tower Road . Alamo Texas 78516 (956) 787-0006 787-6807 fax
"This institution is an equal opportunity provider, and employer."

AI-35294 **Urban County 14. B.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Napoleon D. Coca **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to amend the Emergency Solutions Grants Program "ESG" contract with Catholic Charities of the Rio Grande Valley and the Hidalgo County Urban County Program approved on October 1, 2012. The amendment will reduce the contract amount of $170,531.25 by $18,880.00. The final revised amount will be $ 151,651.25

BACKGROUND

The U.S. Department of Housing & Urban Development (HUD) approved the Urban County Program's Substantial Amendment to the Emergency Solutions Grants Program "ESG" PY 2011 Annual Action Plan on July 27, 2012. This amendment will reduce the contract amount of $170,531.25 by $18,880.00. In addition, this amendment does not change the scope of work.

Approval is recommended

Allocations	Current Budget	Reduce	Final Budget
1st Allocation	$56,944.00	$0.00	$56,944.00
2nd Allocation	$113,587.25	$18,880.00	$94,707.25
Total Amount	$170,531.25	$18,880.00	$151,651.25

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/15/2012 08:30 AM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Olga Lerma Started On: 11/14/2012 05:08 PM

Final Approval Date: 11/16/2012

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

Catholic Charities of the Rio Grande Valley (CCRGV), having been certified as a non-profit, has been allocated Emergency Solutions Grant Program (ESG) Funds. The non-profit shall carry out the following activities identified in its ESG Funds Application:

OPERATIONS UNDER HOUSING

Catholic Charities of the Rio Grande Valley (CCRGV) will utilize ESG Funds for the provision of services to persons/families that are at risk of becoming homeless and those persons that are homeless. Catholic Charities of the Rio Grande Valley was granted funds in the amount of $56,944.00 for both Homeless Prevention activities and Essential Services.

The subrecipients agreement was entered between Catholic Charities of the Rio Grande Valley and the Hidalgo County – Urban County Program was approved on July 5, 2011 and will terminate on June 30, 2013. Then on October 1, 2012, and additional funding was awarded in the amount of $113,587.25. The total awarded increased to $170,531.25.

The Hidalgo County Urban County Program is requesting to amend the contract with Catholic Charities of the Rio Grande Valley be decreased by $18,880 to be consistent with the Substantial Amendment submitted to Housing and Urban Development (HUD).

The budget amount for Catholic Charities of the Rio Grande Valley (CCRGV) will be $151,651.25

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON ___ of _____, 2012.

County:	**Non-Profit**
Hidalgo County	**Catholic Charities of the Rio Grande Valley**
_____	_____
Diana R. Serna	Sr. Norma Pimentel
Urban County Director	Executive Director
Title	Title
_____	_____
Date	Date

AI-35292 **Urban County 14. C.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Napoleon D. Coca **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to terminate the grant agreement with American Red Cross – South Texas Chapter for FY 2011 (UCP 24) and for FY 2012 (UCP 25) for a total of $84,154.48 approved by County Commissioner's Court on July 5, 2012 and September 4, 2012 (Agenda Items # 27293 and # 33822).

BACKGROUND

American Red Cross – South Texas Chapter has requested that the FY 2011 and FY 2012 HESG contracts be terminated because of the fact that the services they provide are to clients suffering from an emergency disaster and they do not know when a disaster will occur. In addition, it is very difficult to meet the 30% median income requirement being that American Red Cross does not discriminate on income basis.

Year	Budget	Amount Forteited
2011	$44,438.00	$34,154.48
2012	$50,000.00	$50,000.00
Total	$94,438.00	$84,154.48

Attachments

Request to terminate grant agreement with ARC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/15/2012 08:29 AM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Olga Lerma Started On: 11/14/2012 04:53 PM

Final Approval Date: 11/16/2012

American Red Cross
South Texas Chapter

6914 West Expressway 83
P. O. Box 2202
Harlingen, TX 78551-2202
Tel (956) 423-0523
Fax (956) 423-0542

Received
OCT 1 0 2012
Urban County Program
By:

October 18, 2012

Urban County Program
Diana R. Serna, Director
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Response to the Monitoring Report on ESG Activities

Dear Ms. Serna,

In receipt of your Monitoring Report dated October 15, 2012, I am responding to the one (1) concern found on the Financial Management. The concern was that American Red Cross is not submitting reimbursements on a monthly basis. We stopped submitting reimbursements after Irma Garza, Monitor, informed us that HUD would no longer reimburse for the credit card expenses. In addition, the Hotel /Motel would also not be reimbursed unless we obtained a letter from the Salvation Army prior to assisting the family. Just recently, on October 4, 2012, Irma Garza informed us that HUD had approved and waived the requirement on the letter from the Salvation Army.

In addition, American Red Cross regrets to inform you that we are not able to continue with the 2011 and 2012 ESG contracts based on the fact that the services are provided to clients suffering an emergency disaster and we never know when it will happen. Also, it is difficult on the new requirements such as meeting the 30% median income, because the American Red Cross does not discriminate based on income. We help everyone that requests assistance. Therefore, I am letting you know so that you can reallocate these funds to another agency that can utilize these funds immediately.

Should you have any questions, please do not hesitate to call me at (956) 423-0523 Ext. 100.

Sincerely,

Cynthia Guerra

Cynthia Guerra
Executive Director

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. 2293

Date: June 27, 2011 Meeting Date Request: July 5, 2011
Deadline for Action: July 5, 2011 Contact Person: *Diana R. Serna*

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, Urban County Director DRS

Caption:

The Urban County Program requests approval of Emergency Solutions Grant Program Subrecipient Agreements with the following for Program Year 24 (2011). (See attached exhibits)

Advocacy Resource Center for Housing (ARCH)	Mujeres Unidas/Women Together
American Red Cross	
Catholic Charities of the RGV	

Background:

Subrecipient	Total Funding Amount
Advocacy Resource Center for Housing (ARCH)	$ 58,657.00
American Red Cross	$44,438.00
Catholic Charities of the RGV	$ 56,944.00
Mujeres Unidas/Women Together	$191,745.00

SR agreements reviewed by Legal on 6/21/11

Deputy Dir. BB Finance _____

Please initial for approval:
Legal Counsel _____ Budget _____ Human Resources _____
Dept./Fund No: _____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes ____ No____
Account Code: _____ Impact on Future Budget: Yes____ No ____
Comments:

APPROVED Co. Comm. Ct.
DATE 7-5-11 DRS

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URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. 33822

Nancy V. Hernandez

Date: August 17, 2012
Deadline for Action: September 4, 2012
Department: Urban County Program

Meeting Date Request: September 4, 2012
Contact Person: *Diana R. Serna*
Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, Urban County Director DRS

Caption: The Urban County Program requests approval of the Emergency Solutions Grants Program Sub-Recipient Agreements with the following for Program year 25 (2012). See attached Agreements.

#	Sub-Recipient Agency	Total Contract Amount
1	Advocacy Resource Center for Housing, Inc.	$132,380.75
2	Catholic Charities of the Rio Grande Valley	$177,000.00
3	American Red Cross – South Texas Chapter	$ 50,000.00
4	Women Together Foundation, Inc.	$189,028.03
5	The Salvation Army	$ 68,500.00
	TOTAL:	$616,908.78

Background: The U.S. Department of Housing & Urban Development (HUD) has approved the One Year Action Plan for Year 25 (2012) and among the plan includes the following agencies:

#	Sub-Recipient Agency	Total Contract Amount
1	Advocacy Resource Center for Housing, Inc.	$132,380.75
2	Catholic Charities of the Rio Grande Valley	$177,000.00
3	American Red Cross – South Texas Chapter	$ 50,000.00
4	Women Together Foundation, Inc.	$189,028.03
5	The Salvation Army	$ 68,500.00
	TOTAL:	$616,908.78

The subrecipient agreements were reviewed as to forms by Steve Crain on August 16, 2012.

Approval is recommended.

Deputy Director _____ **Finance** _____

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____
Dept./Fund No: _____

Amt. Expended: $_____ Funds/Staffing Budgeted: Yes ____ No____

Account Code: _____ Impact on Future Budget: Yes____ No ____

RECEIVED SEP

Comments:

APPROVED Co. Comm. Ct.
DATE 9-4-12

Action taken by Commissioner's Court:

Approved_____ **Tabled** _____ **Denied** _____ **Motion made by** _____ **Seconded** _____ **Vote** _____

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FILE COPY

AI-35025 **Elections Administration 15. A.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Yvonne Ramon **Submitted By:** Melanie Esparaza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit, and processing procedures are completed by the County Auditor.

Invoice Date	Invoice #	Vendor	Amount
10-4-2012	XY925100412	COMDATA	$258.02
11-4-2012	XY925110412	COMDATA	$ 48.03

BACKGROUND

Reference PO# 668881

COMDATA cards were being utilized erroneously after the contract ended on 08/30/12.

Attachments

Purchase Order
October Invoice-Claim
November Invoice-Claim

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2012 01:03 PM
Roland Garcia	Rolando Garcia	11/16/2012 09:55 AM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Melanie Esparaza Started On: 10/31/2012 08:51 AM

Final Approval Date: 11/16/2012

Purchase Order

COUNTY OF HIDALGO

PO#: 668881

DATE: 01/11/12

VENDOR: 393363 REQ:00208752
FAX (615)376-6960 Email:CAJHAPP@COMDATA.COM BUYER: MESPARZA
Phone:(615)370-7000 SHIP TO: ELECTIONS
COMDATA NETWORK, INC. 101 S. 10TH AVENUE
5301 MARYLAND WAY EDINBURG TX 78539
BRENTWOOD TN 37027
Vendor Acct:

CONTACT:
SITE: ELECTIONS
Special Instructions: Contract No: E-11-226-08-02

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		E-11-226-08-02 EXP 02/29/2012		
1	YEAR	CC OPEN PO FOR FUEL FOR COUNTY VEHICLES AND POWER WASHERS 2002 FORD E-150 CARGO VAN VIN# 1FTRE1428A6; 2005 FORD SUPERCAB TRUCK VIN# 1FTRW12X5KC; 2011 U1F FORD EXPEDITION 4X2 Z1 VIN# 1FMJU1F53BEF31356; 2012 CHEVROLET 1500 SILVERADO SWB CREWCAB TRUCK VIN# 3GCPCREAXCG171690	4,000.00	4,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		4,000.00
		********** For Hidalgo County use only **********		
		2-1100-414-00-130-001-0-626 4,000.00		
		Approved		

Authorized by: Martha L. Salazar

Comdata

Payment Innovation

Consolidated Invoice

Activity for 09/01/2012 - 09/30/2012

State of Texas
Hidalgo County Election #2

Invoice Number:	**XY925100412**
Invoice Date:	**October 4, 2012**
Due Date:	**November 3, 2012**
Account Code:	**XY925**
Total Due:	**$258.02**

Customer ID	Customer Name	Other Purchases	Gross Fuel Cost	Federal Tax	Other Discounts	Net Cost
AEZMI	HIDALGO CO ELECTIONS OFF #2	$0.00	$273.81	$14.24	$1.55	$258.02
Sub-Totals:		**$0.00**	**$273.81**	**$14.24**	**$1.55**	**$258.02**
Total Charges						**$258.02**

Remit To:

Check Payments To:
Comdata
PO Box 900
Brentwood, TN 37024

For electronic or wire payments,
please contact Comdata for instructions

Past Due Inquiries:

Call 800-226-3866
Fax 615-370-7562
eMail credcoll@comdata.com

XY925100412

HIDALGO COUNTY ELECTION 2

09/01/2012 - 09/30/2012

Transaction Count	Product Descripti	Product Quantity/Gallons	Gross Cost	Net Cost
4	Unl Reg 86/87 Oc	77.76	$273.81	$258.02
		77.76	**$273.81**	**$258.02**

XY925100412

HIDALGO COUNTY ELECTION 2

09/01/2012 - 09/30/2012

Posted Date	Transaction Date	Account Code	Customer ID	Account Name
09/13/2012	09/11/2012	XY925	AEZMI	HIDALGO COUNTY ELECTION 2
09/15/2012	09/13/2012	XY925	AEZMI	HIDALGO COUNTY ELECTION 2
09/22/2012	09/20/2012	XY925	AEZMI	HIDALGO COUNTY ELECTION 2
09/29/2012	09/27/2012	XY925	AEZMI	HIDALGO COUNTY ELECTION 2

Customer ID Name	Merchant Name	Merchant City	Merchant State	Product Descriptio
HIDALGO CO ELECTIONS OFF #2	PCC 9648	EDINBURG	TX	Unl Reg 86/87 Oc
HIDALGO CO ELECTIONS OFF #2	PCC 9773	EDINBURG	TX	Unl Reg 86/87 Oc
HIDALGO CO ELECTIONS OFF #2	PCC 9648	EDINBURG	TX	Unl Reg 86/87 Oc
HIDALGO CO ELECTIONS OFF #2	PCC 9648	EDINBURG	TX	Unl Reg 86/87 Oc

Gross Price	Net PPG	Product Quantity	Gross Cost	Net Cost	Transaction Number
$3.529	$3.346	18.99	$67.40	$63.54	000087251
$3.581	$3.397	17.46	$62.87	$59.32	000171491
$3.470	$3.287	20.74	$72.38	$68.17	000170363
$3.439	$3.257	20.57	$71.16	$66.99	000168752
	Sum:	**77.76**	**$273.81**		

Card Number	Cardholder Name	POS First Name	POS Last Name
6338	1132060, VEHICLE	RUBEN	CERVANTES
2010	1118694, TRUCK	GLORIA	SALAZAR
6419	884-773, VEHICLE	RUBEN	CERVANTES
6338	1132060, VEHICLE	HILDA	RAMOS

XY925100412

HIDALGO COUNTY ELECTION 2

09/01/2012 - 09/30/2012

Control Number	Account Code	Account Name	Customer ID
000087251	XY925	HIDALGO COUNTY ELECTION 2	AEZMI
000171491	XY925	HIDALGO COUNTY ELECTION 2	AEZMI
000170363	XY925	HIDALGO COUNTY ELECTION 2	AEZMI
000168752	XY925	HIDALGO COUNTY ELECTION 2	AEZMI
	Totals		

Customer ID Name	Credit/Debit	Invoice Number	Transaction Date
HIDALGO CO ELECTIONS OFF #2	D	XY925100412	09/11/2012
HIDALGO CO ELECTIONS OFF #2	D	XY925100412	09/13/2012
HIDALGO CO ELECTIONS OFF #2	D	XY925100412	09/20/2012
HIDALGO CO ELECTIONS OFF #2	D	XY925100412	09/27/2012

Transaction Time	Posted Date	Reporting Level	Merchant Code	Merchant Name	Merchant Address
15:48:00	09/13/2012	F	MC901	PCC 9648	802 W UNIVERSITY
14:38:00	09/15/2012	F	MC901	PCC 9773	1611 S CLOSNER
13:05:00	09/22/2012	F	MC901	PCC 9648	802 W UNIVERSITY
11:06:00	09/29/2012	F	MC901	PCC 9648	802 W UNIVERSITY

Merchant City	Merchant State	Merchant Postal C	Vehicle Number	Card Number
EDINBURG	TX	78539-0000	113206	6338
EDINBURG	TX	78539-0000	111869	2010
EDINBURG	TX	78539-0000	884773	6419
EDINBURG	TX	78539-0000	113206	6338

Vehicle or Employee	Cardholder Name	Card Employee ID	Merchant Categor
V	1132060, VEHICLE	1132060	5542
E	1118694, TRUCK	1118694	5542
V	884-773, VEHICLE	884773	5542
V	1132060, VEHICLE	1132060	5542

Vehicle Description	VIN_Current	Vehicle License Plate	stration Expiration
CHEVROLET SILVERADO	3GCPCREAXCG17	1132060	1/1/2001
FORD EXPEDITION	1FMJU1F53BEF31	1118694	1/1/2001
2005 FORD SUPERCAB TRUCK			1/1/2001
CHEVROLET SILVERADO	3GCPCREAXCG17	1132060	1/1/2001

Misc1	Misc2	ID Number	POS First Name	POS Last Name	Odometer Reading
ELECTIONS		164526	RUBEN	CERVANTES	6345
		138754	GLORIA	SALAZAR	86204
		164526	RUBEN	CERVANTES	69715
ELECTIONS		149888	HILDA	RAMOS	6611

Miles Driven	ost Per Mile Amou	Product Code	Product Description	illing Currency Cod
275	$0.240	A09	Unl Reg 86/87 Oc	840
0	$0.000	A09	Unl Reg 86/87 Oc	840
0	$0.000	A09	Unl Reg 86/87 Oc	840
266	$0.270	A09	Unl Reg 86/87 Oc	840

Unit of Measure	Product Quantity	Gross PPG	Gross Cost	Federal Tax	Net PPG
G	18.99	$3.529	$67.40	$3.48	$3.346
G	17.46	$3.581	$62.87	$3.20	$3.397
G	20.74	$3.470	$72.38	$3.80	$3.287
G	20.57	$3.439	$71.16	$3.76	$3.257
	77.76		**$273.81**	**$14.24**	

Net Cost	Merchant Chain	Merchant Chain Description	Hierarchy Level1 Desc_Current
$63.54	0016	DIAMOND SHAMROCK INC.	OVFM
$59.32	0016	DIAMOND SHAMROCK INC.	OVFM
$68.17	0016	DIAMOND SHAMROCK INC.	OVFM
$66.99	0016	DIAMOND SHAMROCK INC.	OVFM

Hierarchy Level2 Desc_Current	Hierarchy Level3 Desc_Current	Hierarchy Level4 Desc_Current
HIDALGO CO AUDITIORS OFFI		
HIDALGO CO AUDITIORS OFFI		
HIDALGO CO AUDITIORS OFFI		
HIDALGO CO AUDITIORS OFFI		

Hidalgo County Elections Dept.
Fuel Purchase Log

Odometer Reading: 60345 CC# 6338

License Plate # 113 2060

Vehicle Make/Model 2012 Chevrolet Silverado

Rental / County County

Gallons Used $ 18.991

Price per Gallon $ 3.549

Total Sale $ 67.40

Fuel Location (Name & Location) STRIPES 9648
802 W. University
Edinburg, TX. 78534

WELCOME TO STRIPES
THANK YOU
COME AGAIN

TP48570508-001
STRIPES 9648
802 W UNIVERSITY
EDINBURG TX 7853

DATE 09/11/12
TIME 3:50 PM
AUTH# 808915
ODOMETER 6345

MC FLEET
ACCOUNT NUMBER
XXXX XXXX XXXX 6338
1132060/VEHICLE

PUMP PRODUCT PPG
06 UNLD $3.549

GALLONS TOTAL
18.991 $67.40

Diesel Fuel Contains
Up To 5% Biodiesel
or Renewable Diesel
State Diesel Tax
$0.19 per Gallon.

I certify that the fuel purchases listed above were incurred for Official County Business

RUBEN CERVANTES — Signature — 9/11/12

User/Purchaser Name (Print) | Signature | Date

I certify that I have reviewed every fuel purchase receipt listed above and that all purchases were proper and made in accordance with the fuel credit card use policy.

For Fuel Credit Manager Use Only

Purchase made in accordance with Policy Log?
Yes **No**

Receipt Agrees to Fuel Purchase Log?
Yes **No**

Fuel Manager Signature — 9-11-12

Fuel Manager Signature | Date

Hidalgo County Elections Dept.
Fuel Purchase Log

Odometer Reading: 86204 CC# 2010

License Plate # 111 8694

Vehicle Make/Model 2011 Ford Expedition

Rental / County County

Gallons Used $ 17.468

Price per Gallon $ 3.59

Total Sale $ 62.87

Fuel Location (Name & Location) 1611 S. Closner Stripes #973 Edinburg, TX

WELCOME To
Stripes # 9773

TP48572966-001
STRIPES 9773
1611 S CLOSNER
EDINBURG TX 7853

DATE 09/13/12
TIME 2:22 PM
AUTH# 443717
ODOMETER 86204

MC FLEET

PUMP PRODUCT PPG
10 UNLD $3.599

GALLONS TOTAL
17.468 $62.87

Diesel Fuel Contains
Up To 5% Biodiesel
or Renewable Diesel
State Diesel Tax
$0.19 per Gallon.

I certify that the fuel purchases listed above were incurred for Official County Business

Gloria Salazar — Gloria Salazar — 9/13/12

User/Purchaser Name (Print) — Signature — Date

I certify that I have reviewed every fuel purchase receipt listed above and that all purchases were proper and made in accordance with the fuel credit card use policy.

For Fuel Credit Manager Use Only

Purchase made in accordance with Policy Log? **Yes** **No**

Receipt Agrees to Fuel Purchase Log? **Yes** **No**

Fuel Manager Signature — 9-13-12 Date

Hidalgo County Elections Dept.
Fuel Purchase Log

Odometer Reading: 69715 CC# 6419

License Plate # 884-773

Vehicle Make/Model Ford F-150 Truck

Rental / County County

Gallons Used $ 20.746

Price per Gallon $ 3.489

Total Sale $ 72.38

Fuel Location (Name & Location) STRIPES 9648 802 W. University EDINBURG, TX. 78539

WELCOME TO STRIPES
THANK YOU
COME AGAIN

TP48570508-001
STRIPES 9648
802 W UNIVERSITY
EDINBURG TX 7853

DATE 09/20/12
TIME 1:06 PM
AUTH# 250061
ODOMETER 69715

MC FLEET
ACCOUNT NUMBER
XXXX XXXX XXXX 6419
884-773/VEHICLE

PUMP PRODUCT PPG
04 UNLD $3.489

GALLONS TOTAL
20.746 $72.38

Diesel Fuel Contains
Up To 5% Biodiesel
or Renewable Diesel
State Diesel Tax
$0.19 per Gallon.

I certify that the fuel purchases listed above were incurred for Official County Business

RUBEN CERVANTES — Signature — 9/20/12

User/Purchaser Name (Print) | Signature | Date

I certify that I have reviewed every fuel purchase receipt listed above and that all purchases were proper and made in accordance with the fuel credit card use policy.

For Fuel Credit Manager Use Only

Purchase made in accordance with Policy Log? **Yes** **No**

Receipt Agrees to Fuel Purchase Log? **Yes** **No**

Fuel Manager Signature — 9-20-12

Date

Hidalgo County Elections Dept.
Fuel Purchase Log

Odometer Reading: 6611 CC# 6338

License Plate # 113 2060

Vehicle Make/Model 2012 Chevrolet Silverado

Rental / County County

Gallons Used $ 20.57

Price per Gallon $ 3.45

Total Sale $ 71.16

Fuel Location (Name & Location) 802 W University Edinburg TX 78539 Stripes (9648)

WELCOME TO STRIPES
THANK YOU
COME AGAIN

TP48570508-001
STRIPES 9648
802 W UNIVERSITY
EDINBURG TX 7853

DATE 09/27/12
TIME 11:04 AM
AUTH# 059913
ODOMETER 6611

MC FLEET
ACCOUNT NUMBER
XXXX XXXX XXXX 6338
1132060/VEHICLE

PUMP PRODUCT PPG
08 UNLD $3.459

GALLONS TOTAL
20.571 $71.16

Diesel Fuel Contains
Up To 5% Biodiesel
or Renewable Diesel
State Diesel Tax
$0.19 per Gallon.

I certify that the fuel purchases listed above were incurred for Official County Business

Hilda Ramos — Hilda Ramos — 9-27-12

User/Purchaser Name (Print) — Signature — Date

I certify that I have reviewed every fuel purchase receipt listed above and that all purchases were proper and made in accordance with the fuel credit card use policy.

For Fuel Credit Manager Use Only

Purchase made in accordance with Policy Log? **Yes** **No**

Receipt Agrees to Fuel Purchase Log? **Yes** **No**

Fuel Manager Signature — 9-27-12 Date

Comdata

Payment Innovation

Consolidated Invoice

Activity for 10/01/2012 - 10/31/2012

State of Texas

Hidalgo County Election #2

Invoice Number:	**XY925110412**
Invoice Date:	**November 4, 2012**
Due Date:	**December 4, 2012**
Account Code:	**XY925**
Total Due:	**$48.03**

Customer ID	Customer Name	Other Purchases	Gross Fuel Cost	Federal Tax	Other Discounts	Net Cost
AEZMI	HIDALGO CO ELECTIONS OFF #2	$0.00	$51.00	$2.68	$0.29	$48.03
Sub-Totals:		**$0.00**	**$51.00**	**$2.68**	**$0.29**	**$48.03**
Total Charges						**$48.03**

Remit To:

Check Payments To:

Comdata

PO Box 900

Brentwood, TN 37024

For electronic or wire payments,

please contact Comdata for instructions

Past Due Inquiries:

Call 800-226-3866

Fax 615-370-7562

eMail credcoll@comc

XY925110412

HIDALGO COUNTY ELECTION 2

10/01/2012 - 10/31/2012

Trans Count	Product Description	Product Quantity/Gallons	Gross Cost	Net Cost
1	Unl Reg 86/87 Oc	14.65	$51.00	$48.03
		14.65	**$51.00**	**$48.03**

XY925110412

HIDALGO COUNTY ELECTION 2

10/01/2012 - 10/31/2012

Trans Date	Account Code	Customer ID Name	Merchant Name	Product Description	Gross Price	Product Quantity	Gross Cost	Cardholder Name
Posted Date	Customer ID	Transaction Number	Merchant City, State	Card Number	Net PPG	Miles Driven	Net Cost	POS Name
09/28/2012	XY925	HIDALGO CO ELECTIONS OFF #2	PCC 7320	Unl Reg 86/87 Oc	$3.461	14.65	$51.00	1118694, TRUCK
10/01/2012	AEZMI	000202354	EDINBURG, TX	2010	$3.278	0	$48.03	JOAQUIN GARCIA
						14.65	**$51.00**	

Hidalgo County Elections Dept.
Fuel Purchase Log

Odometer Reading: 8878.6 CC# 2010

License Plate # 111 8694

Vehicle Make/Model 2011 Ford Expedition

Rental / County County

Gallons Used $ 14.660

Price per Gallon $ 3.479

Total Sale $ 51.00

Fuel Location (Name & Location) Stripes 7320
721 N. Closner Blvd
Edinburg, TX 7854

WELCOME TO STRIPES
THANK YOU
COME AGAIN

TP48570568-001
STRIPES 7320
721 N CLOSNER BLVD
EDINBURG TX 7854

DATE 09/28/12
TIME 3:49 PM
AUTH# 496739
ODOMETER 8878

MC FLEET
ACCOUNT NUMBER
XXXX XXXX XXXX 2010
1118694/TRUCK

PUMP	PRODUCT	PPG
03	UNLD	$3.479

GALLONS	TOTAL
14.660	$51.00

Diesel Fuel Contains
Up To 5% Biodiesel
or Renewable Diesel
State Diesel Tax
$0.19 Per Gallon

I certify that the fuel purchases listed above were incurred for Official County Business

Joaquin Garcia — Signature — 9-28-12

User/Purchaser Name (Print) | Signature | Date

I certify that I have reviewed every fuel purchase receipt listed above and that all purchases were proper and made in accordance with the fuel credit card use policy.

For Fuel Credit Manager Use Only

Purchase made in accordance with Policy Log? **Yes** **No**

Receipt Agrees to Fuel Purchase Log? **Yes** **No**

Fuel Manager Signature — 9-28-12

Fuel Manager Signature | Date

AI-35163 **Head Start 16. A.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Request Approval of Application and Certficate for Payment No. 1 in the Amount of $52,713.00 Submitted by Del Sol Homes, LLC, Awarded Contractor; Pursuant to Action Taken by Commissioners' Court on 10.23.12 for Proposed Building Relocation of Palmview I Center, and as Certfied by Project Architect, Dannenbaum Engineering Company, McAllen, LLC

BACKGROUND

Policy Council Approval: 11.14.12

Attachments

Payment No. 1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2012 03:37 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Linda Galaviz Started On: 11/07/2012 01:38 PM

Final Approval Date: 11/16/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: November 14, 2012

SUBJECT: Request Approval of Application and Certificate for Payment No. 1 in the Amount of $52,713.00 submitted by Del Sol Homes, LLC, Awarded Contractor; Pursuant to action taken by CC on 10-23-12 for proposed Building Relocation Palmview I Center, and as certified by project Architect, Dannenbaum Engineering Company - McAllen, LLC

RATIONALE/NEED: This is the first payment for the relocation project performed by Del Sol Homes, LLC.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds for this project are available in the budget. Building Repairs & Maint: Account #19-5160-20-10034-505

RELATED INFORMATION INCLUDED: Application & Certification for Payment

* * * *

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: Hidalgo County HeadStart Program
1901 West State Highway 107
McAllen, Texas 78504

FROM CONTRACTOR: Del Sol Homes LLC
143 E. Chapin
Edinburg, Texas 78541

PROJECT: Building Relocation-Palmview I
Paula Dr. Between Breyfogl Palmv

VIA ARCHITECT: Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

APPLICATION NO: #001
PERIOD TO: 11/01/2012
CONTRACT FOR: General Construction
CONTRACT DATE: 10/23/2012
PROJECT NOS: C-12-024- / 10-24 /

Distribution to:
OWNER ☒
ARCHITECT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	$	197,000.00
2. NET CHANGE BY CHANGE ORDERS	$	0.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*	$	197,000.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)*	$	$58,570.00
5. RETAINAGE:		
a. 10 % of Completed Work *(Columns D + E on G703)*	$	$5,857.00
b. 0.00 % of Stored Material *(Column F on G703)*	$	0.00
Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*	$	$5,857.00
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*	$	$52,713.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*	$	0.00
8. CURRENT PAYMENT DUE	$	52,713.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$	$144,287.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTAL	$ 0.00	$ 0.00
NET CHANGES by Change Order	$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: 10/29/2012
State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 29th day of October
Notary Public:
My commission expires: 02-02-2016

NOTARY PUBLIC STATE OF TEXAS
Maria T Espinoza
My Commission Expires
02/02/2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contract or is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 52,713.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: _____, AIA Date: 10/29/2012

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD	MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D + E + F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C − G)*	RETAINAGE *(If variable rate)*
1	Payment & Performance Bonds	$6,500.00	0.00	$6,500.00	0.00	$6,500.00	100%	0.00	$650.00
2	General Requirements	$50,100.00	0.00	$50,100.00	0.00	$50,100.00	100%	0.00	$5,010.00
3	Electrical	$13,000.00	0.00	0.00	0.00	0.00	0%	$13,000.00	0.00
4	Plumbing	$11,000.00	0.00	0.00	0.00	0.00	0%	$11,000.00	0.00
5	Parking Lot	$25,000.00	0.00	0.00	0.00	0.00	0%	$25,000.00	0.00
6	Compaction Test L&G Engineering	$3,000.00	0.00	0.00	0.00	0.00	0%	$3,000.00	0.00
7	A/C Disconnetion & Connection	$5,000.00	0.00	0.00	0.00	0.00	0%	$5,000.00	0.00
8	Framing Labor	$11,500.00	0.00	0.00	0.00	0.00	0%	$11,500.00	0.00
9	Moving Buildings	$18,000.00	0.00	0.00	0.00	0.00	0%	$18,000.00	0.00
10	Framing Materials Ect.	$11,500.00	0.00	0.00	0.00	0.00	0%	$11,500.00	0.00
11	Paint / Misc.	$3,000.00	0.00	0.00	0.00	0.00	0%	$3,000.00	0.00
12	Contractor's Fee	$39,400.00	0.00	$1,970.00	0.00	$1,970.00	5%	$37,430.00	$197.00
	GRAND TOTAL	$197,000.00	0.00	$58,570.00	0.00	$58,570.00		$138,430.00	$5,857.00

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AI- 34774 Head Start 15. A.

CC REGULAR

Meeting Date: 10/23/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation of Bids Received as Detailed in Tabulation Sheet Contained Herein, Meeting all Specifications and/or Requirements for the Purpose of Award and Approval of Contract for Request for Bid Titled: "Building Relocation Palmview I Center" Through Project No.:2012-024-10-10

BACKGROUND

Policy Council Approval: 10.20.12

Fiscal Impact

Attachments

Bids - Relocation of Palmview I
insurance
final contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/16/2012 03:44 PM
Purchasing Department	Monica Badillo	10/19/2012 05:09 PM

Form Started By: Linda Galaviz **Started On:** 10/16/2012 02:20 PM

Final Approval Date: 10/19/2012

AgendaQuick©2005 - 2012 Destiny Software Inc., All Rights Reserved

AI-35263 **Head Start** **16. B.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval/Appointment of One (1) Community Representative by Each Member of the Commissioners' Court, to Serve on the Hidalgo County Head Start Program Policy Council, for a One Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2012

BACKGROUND

Attachments

Community Representatives

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/14/2012 08:06 AM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Linda Galaviz Started On: 11/13/2012 04:09 PM

Final Approval Date: 11/16/2012

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Commissioners' Court Members

FROM: Teresa Flores, Executive Director

SUBJECT: Community Representatives Appointments

DATE: September 17, 2012

In accordance with Head Start Performance Standards and the Hidalgo County Head Start Program By-Laws, the Hidalgo County Commissioners' Court must nominate a Community Representative from each Precinct to serve on the Hidalgo County Head Start Program Policy Council annually for limited terms of **"no more than three (3) years" (By-Laws, Article 5, Section 6).**

The current members of the Policy Council serving as Community Representatives nominated by the Grantee are as follows:

Grantee Board Members	Community Representatives	Years of Services
Judge Ramon Garcia	Jesse Vela	1
Joel Quintanilla, Precinct 1	Joe Guzman - Resigned	-
Hector "Tito" Palacios, Precinct 2	Silvestre Rodriguez	1
Joe Flores, Precinct 3	Lupe Gonzalez	2
Joseph Palacios, Precinct 4	Judith Flores-Saldivar	1

Your nomination for the 2012-2013 service year must be placed on Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

Source: Policy Council By-Laws

Article V, Section 1, B. "Five (5) of the members, who shall be known as the Community Representatives, shall be recommended by the Commissioners' Court (Grantee Board) and subject to approval by the Policy Council elected parents."

Article V, Section 6. "The terms of office for all Policy Council Members shall be one (1) year, Mid-October to Mid-October, or until the new Policy Council Member is formally installed, as per Article V, Section 3, Policy Council Members, Alternates and Community Representatives terms shall be limited to no more than three (3) years. Terms shall be limited to no more than three (3) years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-35195 **Head Start 16. C.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term or Two Years Terms the Inter-local Agreements for Head Start Facilities (Under Same Terms and Conditions) with the following Entities:

1. McAllen I.S.D (Austin One Stop H/S Center) - Two Years
2. McAllen Housing Authority (McAllen V H/S Center) - One Year
3. McAllen Housing Authority (Vine Terrace H/S Center) - One Year
4. City of Weslaco (Weslaco I H/S Center) - One Year

BACKGROUND

Policy Council Approval: 11.14.12

Attachments

Inter-Local Agreements
austin one stop
McAllen V
Weslaco I
vine terrace

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2012 02:17 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Linda Galaviz Started On: 11/08/2012 11:08 AM

Final Approval Date: 11/16/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: November 14, 2012

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One/or/ Two Year Term the Inter-local Agreements for Head Start Facilities (under same terms and conditions) with the following entities:

1. McAllen I.S.D. (Austin One Stop Head Start) Two Years
2. McAllen Housing Authority (McAllen V Head Start) One Year
3. McAllen Housing Authority (Vine Terrace Head Start) One Year
4. City of Weslaco (Weslaco I Head Start) One Year

RATIONALE/NEED: The existing inter-local agreements need to be extended in order to secure the facilities to continue serving Head Start children and families.

RECOMMENDATION: Administration recommends approval.

COST: **Head Start (HHS-ACF) funds are available in the budget.**
Rent: 19-20-5152-10022-505 (Austin One Stop Head Start)
Rent: 19-20-5152-10024-505 (McAllen V Head Start)
Rent: 19-20-5152-10044-505 (Vine Terrace Head Start)
Rent: 19-20-5152-10045-505 (Weslaco I Head Start)

RELATED INFORMATION INCLUDED: Memo/Inter-local Extension

* * * *

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Program Director

FROM: Ambrosio Tovar, Procurement Director

DATE: November 2, 2012

SUBJ: Inter-local Extensions

The inter-local agreements will expire on December 31, 2012. We need to request for approval to extend the inter-local agreements for another year. The lease extensions have been reviewed and approved by legal counsel. Hidalgo County Head Start Program has the option to extend the inter-local agreements for one additional year and two years for the McAllen ISD, under the same terms and conditions.

The inter-local agreements are as follows:

Entity	Center	Classrooms	Enrollment	Monthly Rent
McAllen I.S.D.	Austin One Stop Center	7	135	$1,000.00
McAllen Housing Authority	McAllen V	3	57	$1.00
McAllen Housing Authority	Vine Terrace	3	57	$1,200.00
City of Weslaco	Weslaco I	4	79	$1,218.40

Should you have any questions please let me know.
Thank you.

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

One Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for one (1) additional year as stated in the existing contract dated _____ between Hidalgo County and _____ for the property located _____(The "Original Interlocal Agreement").

If _____ agrees to this one (1) year extension of the Original Interlocal Agreement under the existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 1.03, TERMS, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the _____ for its cooperation and support in this matter.

The beginning and ending date of extension shall be _____ through_____. The Original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building:

Authorized Official:

BY: _____

Title: _____

Date: _____

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE MCALLEN INDEPENDENT SCHOOL DISTRICT AND HIDALGO COUNTY

This Lease is made and entered into by and between the **McAllen Independent School District** herein referred to as the "LESSOR" and **Hidalgo County through the Head Start Program**, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at **2100 Fir Street, McAllen, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" known by lessee as "McAllen II Head Start Center" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEADSTART PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on **March 1, 2012** ("commencement date") and ending on **December 31, 2012** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal and extending the term of the lease hereof, commencing on the first day of **January 2013**, for a two year term.

Each party shall give the other party notice of termination of the Lease, in writing, at least sixty (60) days prior to the termination of this Agreement or any subsequent agreement, unless otherwise agreed by the parties. Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the rent amount of One Thousand and no 100ths dollars ($1,000.00) per month payable on the last day of each month. Payment shall be mailed to the McAllen I.S.D. 2000 N. 23rd Street, McAllen, Texas 78501, shown on Article VII, 7.01.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures,

appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanents improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belonged to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSEE shall maintain the building roof, air conditioner, heating system, fire alarm, fire extinguishers, and security alarm during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay and/or reimburse LESSOR monthly for the charges for the water, sewer, garbage, trash pickup services, telephone, gas, fire alarm monitoring and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may

terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

McAllen I.S.D.
Attn: Dr. James Ponce,
Superintendent of Schools
2000 N. 23rd Street
McAllen, Texas 78501

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease as awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other causes not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

SIGNATURE PAGE TO FOLLOW

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2012

LESSEE:

BY: _____ BY: _____
Ramon Garcia, County Judge
Teresa Flores, Executive Director

LESSOR:

BY: _____
Dr. James Ponce
Superintendent of Schools
McAllen Independent School District

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

9/27/11

Date Approved by Policy Council: 9-21-11
Date Approved by County Commissioner: 9-27-11

EXHIBIT "A"

Physical Address:

The McAllen I.S.D. building located at 2100 Fir Street, McAllen, Texas and designated as Head Start Classrooms, Administration Office Space, a Cafeteria, and playground area

Legal Description Being:

Lot No. Sixteen (16), Block No. Six (6), Bonnie View Subdivision, being a re-subdivision of Blocks three (3), Six (6) and Eleven (11) of Hammond's Addition to the City of McAllen, Hidalgo County, Texas, as per map or plot of said subdivision and addition recorded in the office of the County Clerk of Hidalgo County, Texas, to which map or plat reference is here made for more particularity of description.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE MCALLEN HOUSING AUTHORITY AND HIDALGO COUNTY

This Lease is made and entered into by and between the **McAllen Housing Authority** herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at **1200 N. 25th Street, McAllen, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" known by lessee as "McAllen V Head Start Center" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute 60% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for one year (1) year commencing on **January 01, 2012** ("commencement date") and ending on **December 31, 2012** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.01 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of **January 2013**, for a term or other terms as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $12.00 in twelve (12) equal monthly payment of $1.00 per month payable on the 1st day of each month. Payment shall be mailed to the McAllen Housing Authority, 2301 Jasmine, McAllen, Texas 78501.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the

term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay 60% of the charges for the water, sewer, and electricity; and 100% on trash pickup services, telephone, and gas furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

McAllen Housing Authority
Joe Saenz, Executive Director
2301 Jasmine
McAllen, Texas 78501

LESSEE:

Hidalgo County Head Start Program
Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2011

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____
Joe Saenz, Executive Director
McAllen Housing Authority

APPROVED BY
COURT
11/22/11

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: 11-16-2011
Date Approved by County Commissioner: 11-22-2011

EXHIBIT "A"

Physical Address:

The McAllen Housing Authority building located at 1200 N. 25th Street, McAllen, a, Texas and designated as Head Start Classroom and Head Start Parents' Meetings.

Legal Description Being:

A portion of the building, attached hereto as highlighted in yellow located at 1200 N. 25th Street situated on a tract out of a portion of Lots 22 & 23, C.E. Hammonds Subdivision, and Hidalgo County, Texas.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE CITY OF WESLACO AND HIDALGO COUNTY

This Lease is made and entered into by and between the **City of Weslaco** herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at **310 N. Kansas Street, Weslaco, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" known by lessee as "Weslaco I Head Start Center" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on **January 01, 2012** ("commencement date") and ending on **December 31, 2012** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of **January 2013**, for a term or other terms as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $14,620.80 in twelve (12) equal monthly payment of $1,218.40 per month payable on the 1st day of each month. Payment shall be mailed to the City of Weslaco, 225 South Kansas, Weslaco, Texas 78596.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the

term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

City of Weslaco
Attn: Miguel D. Wise, Mayor
255 South Kansas
Weslaco, Texas 78596

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2011

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____
Miguel D. Wise, Mayor
City of Weslaco

APPROVED BY
COMMISSIONERS' COURT
11/22/11

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

ATTEST:

_____
Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

_____
Ramon Vela, CITY ATTORNEY

Date Approved by Policy Council: 11-16-2011
Date Approved by County Commissioner: 11-22-2011

EXHIBIT "A"

Physical Address:

The City of Weslaco building located at 310 N. Kansas, Weslaco, Texas and designated as Head Start Classrooms, and Head Start Parents' Meetings.

Legal Description Being:

Building being described, lying in and being situated in Gonzalez Addition to Weslaco Lots 1 Thru 22; Blk 6 & 20' x280' in alley between Lots 1 Thru 22, Block 6, Weslaco, Hidalgo County, Texas, as per map or plat of said subdivision and addition recorded in the office of the County Clerk of Hidalgo County, Texas, to which map or plat reference is here made for more particularity of description.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE MCALLEN HOUSING AUTHORITY AND HIDALGO COUNTY

This Lease is made and entered into by and between the **McAllen Housing Authority** herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at **2220 (B) North 27th Street, McAllen, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" known by lessee as "Vine Terrace Head Start Center" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for one year (1) year commencing on **January 01, 2012** ("commencement date") and ending on **December 31, 2012** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.01 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of **January 2013**, for a term or other terms as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $14,400.00 in twelve (12) equal monthly payment of $1,200.00 per month payable on the 1st day of each month. Payment shall be mailed to the McAllen Housing Authority, 2301 Jasmine, McAllen, Texas 78504.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the

term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

McAllen Housing Authority
Joe Saenz, Executive Director
2301 Jasmine
McAllen, Texas 78501

LESSEE:

Hidalgo County Head Start Program
Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2011

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____
Joe Saenz, Executive Director
McAllen Housing Authority

APPROVED BY
COMMISSIONERS' COURT
ON: 11/22/11

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: 11-16-2011
Date Approved by County Commissioner: 11-22-2011

EXHIBIT "A"

Physical Address:

The McAllen Housing Authority building located at 2220 (B) North 27th Street, McAllen, Texas and designated as Head Start Classroom and Head Start Parents' Meetings.

Legal Description Being:

Building situated on 2220 (B) North 27th Street, McAllen, Texas and further being described as common area access to which is from North 27th Street between lot 42 and 44 as shown in Map of Vine Terrace Subdivision, an addition to the City of McAllen, Texas, recorded in Map Records, Volume 22, Page 55, Hidalgo County, Texas, lying in and being situated as Vine Terrace Community Center 2220 North 27th Street, McAllen, Texas, In Hidalgo County.

AI-35166 **Head Start 16. D.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Lease Agreements for Land (Under Same Terms and Conditions) with the Following Private Entities:

1. San Martin de Porras Catholic Church (Land) - Western Road H/S Center
2. Daniel Garza (Land) - Granjeno H/S Center

BACKGROUND

Policy Council Approval: 11.14.12

Attachments

Lease Agreements

Granjeno

Western

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2012 03:37 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Linda Galaviz Started On: 11/07/2012 01:52 PM

Final Approval Date: 11/16/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: November 14, 2012

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Lease Agreements for Land (under same terms and conditions) with the following private entities:

1. San Martin de Porres Catholic Church (Land) (Western Rd. Head Start)
2. Daniel Garza (Land) (Granjeno Head Start)

RATIONALE/NEED: The existing lease agreements need to be extended in order to secure the land for the Head Start facilities to continue serving Head Start children and families.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds are available in the budget.
Rent: 19-20-5152-10048-505 Western Rd. Head Start
Rent: 19-20-5152-10015-505 Granjeno Head Start

RELATED INFORMATION INCLUDED: Memo/Lease Extension

* *

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director EG

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Program Director

FROM: Ambrosio Tovar, Procurement Director A. Tovar

DATE: November 2, 2012

SUBJ: Lease Extension – Private Entities

The lease agreements with the private owners will expire on December 31, 2012. We need to request for approval to extend the private lease agreements for another year. The lease extensions have been reviewed by legal counsel. Hidalgo County Head Start Program has the option to extend the lease agreements for an additional year under the same terms and conditions.

The lease agreements are as follows:

Entity	Center	Classrooms	Enrollment	Monthly Rent
San Martin de Porres Catholic Church (Land)	Western Rd.	3	57	$600.00
Daniel Garza (Land)	Granjeno	N/A	N/A	$300.00

Should you have any questions please let me know.
Thank you.

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

One Year Lease Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease Agreement for one (1) additional year as stated in the existing contract dated January 1st, 2009 between Hidalgo County and _____ for the property located at _____ (The "Original Lease Agreement").

If _____ agrees to this one (1) year extension of the Original Lease Agreement under the existing terms and conditions, please have the authorized individual sign this Lease Agreement Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 1.03, TERMS, of the Original Lease Agreement.

The Head Start Program wishes to express its appreciation to _____ for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2013 through December 31st, 2013. The Original Lease Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building:

Authorized Official:

BY: _____

Title: _____

Date: _____

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas ,Hall & Rodriquez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
DANIEL GARZA AND
HIDALGO COUNTY

This Lease is made and entered into by and between Daniel Garza herein referred to as the "LESSOR" and Hidalgo County through the_Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, on which certain building described real property on which Head Start Building lying and being situated at 6610 South FM 494 Mission, Texas in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" known by lessee as "Granjeno" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENTS' MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such buildings in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on January 1st 2009 ("commencement date") and ending on **December 31st, 2009** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extending the term of the lease hereof, commencing on the first day of January, 2010, for a like term or other terms as may be subsequently agreed to upon by both parties.

Each party shall give the other Party notice of termination of the Lease, in writing, at least sixty (60) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed by the parties. LESSEE shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to LESSOR.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $3,600.00 per year, in twelve (12) equal payments of $300.00 on the 1st day of each month. Payment shall be mailed to Name/Address City, State Zip Code Shown on Article VII, 7.01.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the said building, including all of LESSOR"S fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSOR at the

termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make alteration, paint the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system before and during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action

based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ATICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be carried upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE may terminate this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for

the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR'S program.

WAIVER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

Daniel Garza
6610 South FM 494
Mission, TX

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2009.

LESSEE:

BY: _____ BY: _____
J.D. Salinas III, County Judge Teresa Flores, Executive Director

LESSOR:

BY: _____
Daniel Garza

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:

BY: _____
Ricardo Gonzalez
Oxford & Gonzalez, Attorney
Head for Hidalgo County Head
Start Program

Atlas & Hall, LLP

BY: _____
Stephen Crain
~~Atlas & Hall LLP~~
Attorney for Hidalgo County

Date Approved by Policy Council: 1/21/09
Date Approved by County Commissioner: 1/28/09

EXHIBT "A"

LAND BEING DESCRIBED, IN AND BEING SIRUATED AS RE; PORCION 58: GRANJENO W ½ ACRE OF LOT 3A AT REAR OF TRACK 20, 6610 SOUTH FM 494, MISSION, HIDALGO COUNTY, TEXAS, DESIGNATED AS HEAD START CLASSROOMS, ADMIISTRATION SPACE, INCLUDING THE PARKING AREAS AND OUTSIDE PLAYGROUND FOR RECREATIONAL ACTIVITIES.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
SAN MARTIN DE PORRES CATHOLIC CHURCH AND
HIDALGO COUNTY

This Lease is made and entered into by and between San Martin De Porres Catholic Church herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, on which certain building described real property on which Head Start Building lies on and is situated at Corner of 2221 & Western Rd. Mission, Texas in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" known by lessee as "Western Road" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENTS' MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Agreement to constitute 100% percent of such buildings in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on January 1st 2009 ("commencement date") and ending on **December 31st, 2009** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extending the term of the lease hereof, commencing on the first day of January, 2010, for a like term or other terms as may be subsequently agreed to upon by both parties.

Each party shall give the other Party notice of termination of the Lease, in writing, at least sixty (60) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed by the parties. LESSEE shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to LESSOR.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $7,200.00 per year, in twelve (12) equal payments of $600.00 on the 1st day of each month. Payment shall be mailed to Name/Address City, State Zip Code Shown on Article VII, 7.01.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the said building, including all of LESSOR"S fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSOR at the

termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make alteration, paint the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

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Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action

based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ATICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be carried upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE may terminate this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for

the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR'S program.

WAIVER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
San Martin de Porres Catholic Church P.O. Box 9023 1111 West Main Street Mission, TX 78572	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights

and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2009.

LESSEE:

BY: _____ BY: _____
J.D. Salinas III, County Judge Teresa Flores, Executive Director

LESSOR:

BY: _____
Reverend Julian Becerril,

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:

BY: _____ BY: _____
Ricardo Gonzalez Stephen Crain
Oxford & Gonzalez, Attorney ~~Atlas & Hall, LLP~~
for Hidalgo County Head Start Program Attorney for Hidalgo Country

Date Approved by Policy Council: 3/11/09
Date Approved by County Commissioner: 3/24/09

EXIBIT "A"

ALL OF LOTS 13-21, INCLUSIVE, BLOCK 36, TOWNSITE OF CITRUS CITY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PALT THEROF RECORDED. IN VOLUME 9, PAGE 42 AND 43, MAP RECORD OF HIDALGO COUNTY, TEXAS AS WELL AS THAT PORTION OF FM 2221 ROAD (REFERRED TO AS CITRUS BLVD. ON THE MAP OR PLAT OF TOWNSITE OF CITRUS CITY, HIDALGO COUNTY, TEXAS) LYING IMMEDIATELY NORTH AND ADJACENT OF LOTS 13-21, INCLUSIVE BLOCK 36 TOWNSITE OF CITRUS CITY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOP RECORDED IN VOLUME 9, PAGE 42, MAP RECORDS OF HIDALGO COUNTY, TEXAS AS ABONDONED BY THE HIDALGO COUNTY COMMISSIONERS COURT BY ITS ORDER OF DECEMBER 17, 1979, AS RECORDED IN VOL 1652, PAGE 119, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

AI-35165 **Head Start** **16. E.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Purchase Three (3) Cargo Vans through the Hidalgo County's Membership/Participation with the Texas Association of School Boards (TASB) Buyboard's Awarded Vendor, Caldwell Chevrolet (including TASB Administrative Fees)

BACKGROUND

Policy Council Approval: 11.14.12

Attachments

Purchase Cargo Vans

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2012 03:37 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Linda Galaviz Started On: 11/07/2012 01:48 PM

Final Approval Date: 11/16/2012

Hidalgo County Head Start Program

Policy Council Agenda

DATE: November 14, 2012

SUBJECT: Discussion/Approval on Request to Purchase Three (3) Cargo Vans through the Hidalgo County's membership/Participation with the Texas Association School Board (TASB) Buyboard's Awarded Vendor, Caldwell Chevrolet. (Including TASB administrative fees.)

RATIONALE/NEED: The program is in need of replacement cargo vans for the child nutrition program. Existing vans are obsolete. This contract would allow the purchasing of the lowest and best pre-bided prices on vans under program/cooperative.

RECOMMENDATION: Administration recommends approval.

COST: $64,909.00

RELATED INFORMATION INCLUDED: Participant Info/Proposal

* * * *

QUOTE# 00A CONTRACT PRICING WORKSHEET

End User: HIDALGO COUNTY HEAD START	Contractor: CALDWELL COUNTRY
Contact Name: ANGELICA SALINAS	CALDWELL COUNTRY
Email: ANGELICA.SALINAS@HCHSP.ORG	Prepared By: Averyt Knapp
Phone #: 956-380-4150	Email: aknapp@caldwellcountry.com
Fax #: 956-381-0439	Phone #: 800-299-7283 or 979-567-6116
Location City & State: MCALLEN, TX	Fax #: 979-567-0853
Date Prepared: OCTOBER 30, 2012	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #358-10	Tax ID # 14-1856872
Product Description: 2013 CHEVROLET 2500 EXPRESS CARGO VAN CG23705	

A Base Price:	$16,761

B Published Options

Code	Description	Cost	Code	Description	Cost
	EXTENDED VAN 155"	2682			
	V8 ENGINE	995		CALDWELL COUNTRY	
	TILT/CRUISE	395		PO BOX 27	
	GLASS REAR/SIDE DOORS	145		CALDWELL,TEXAS 77836	
	PWR WINDOWS/PWR LOCKS	475			
	AM/FM STEREO	INCL			

Subtotal B	$4,692

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
	CLOTH BUCKETS	50			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL			

Subtotal C	$50

D Other Price Adjustments (Installation, Delivery, Etc…)

Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$21,503
Quantity Ordered X	3
Subtotal E	$64,509

F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$64,909

Estimated Delivery Date:	60-90 DAYS APPX

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document Back

Vendor Name:	Caldwell Country Chevrolet
Address:	P. O. Box 27
	Caldwell, TX 77836
Phone Number:	(979) 567-6116
Email:	aknapp@caldwellcountry.com
Website:	www.caldwellcountry.com
Federal ID:	14-1856872
Contact:	Averyt Knapp
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Vehicles & Heavy Duty Trucks & Options
Contract#:	358-10
Effective Date:	12/01/2010
Expiration Date:	11/30/2013
Service Fee:	Purchase order subject to a $400 service fee
Payment Terms:	Net 30 days
Delivery Days:	120
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Contract Exceptions:	Fee for out of state delivery depends on location.
Additional Info:	Franchised Dealers License #E2615 P48400 expires 2/28/11
Quote Reference Number:	358-10
Return Policy:	None
Regulatory Notice:	**BuyBoard contract pricing does not include bonding or insurance. Each entity must a their individual projects to determine the need for bonding and insurance, including v limitation such workers' compensation insurance as may be required by state or loca or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.** **Also, each entity must assess their individual projects to determine whether the proje subject to prevailing wage rate requirements under the federal Davis Bacon Act or sta local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.** **The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Govern Code ("Act"), prohibits a governmental entity from using a competitive bid process th initially considers price in the procurement of professional services covered under th "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and re estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides governmental entity may not use an interlocal contract with a purchasing cooperative purchase engineering or architectural services (Texas Government Code, Section 791 (h)). BuyBoard® contracts do not, and are not intended to, include professional servic that must be procured in accordance with the Act. Cooperative members are reminde they must comply with the Act whenever a contract includes professional services as component part, and may not procure engineering or architectural services through a BuyBoard contract.**

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:
caldwell

- All
- Vendor Discounts Only
- Catalog Pricing Only

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Search by Vendor

Browse Contracts

Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing
Caldwell Country Chevrolet	5% Discount Off Chevrolet Optional Equipment	Pricing
Caldwell Country Chevrolet	5% Discount Off Chevrolet Program Vehicles	
Caldwell Country Chevrolet	5% Discount Off Chevrolet Third Party Options	
Caldwell Country Chevrolet	5% Discount Off Chevrolet Parts	
Caldwell Country Chevrolet	5% Discount Off Chevrolet Repair Labor (In shop only.)	
Caldwell Country Chevrolet	Chevrolet Sonic 1LS Model complete with all manufacturer's standard equipment	
Caldwell Country Chevrolet	Chevrolet Colorado Compact Pickup Regular cab, 2WD, complete with all manufacturer's standard equipment	
Caldwell Country Chevrolet	Chevrolet Colorado Chassis Cab, Compact, 2WD, complete with all manufacturer's standard equipment	
Caldwell Country Chevrolet	Chevrolet Silverado Classic 1500 Full Size Pickup, 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment	
Caldwell Country Chevrolet	Chevrolet Express Cargo Van G1500 Rear Wheel Drive, complete with all manufacturer's standard equipment	

Extended Product Information

Reference Number:	358-10
Brand:	Chevrolet
Part Number:	Chev. Express Cargo Van
Unit Measure:	EA
Vendor Website:	www.caldwellcountry.com
Full Description:	Chevrolet Express Cargo Van G1500 Rear Wheel Drive, complete with all manufacturer's standard equip

Caldwell Country Chevrolet	Chevrolet Cobalt LS Model complete with all manufacturer's standard equipment
Caldwell Country Chevrolet	Chevrolet Cruze 1FL Model complete with all manufacturer's standard equipment
Caldwell Country Chevrolet	Chevrolet Malibu LS Model complete with all manufacturer's standard equipment
Caldwell Country Chevrolet	Chevrolet Express Cutaway Van, complete with all manufacturer's standard equipment
Caldwell Country Chevrolet	Chevrolet Impala LS Model complete with all manufacturer's standard equipment
Caldwell Country Chevrolet	Chevrolet Silverado Classic 2500HD Full Size Pickup, 3/4 ton, Heavy Duty Regular Cab, 2WD complete with all manufacturer's standard equipment
Caldwell Country Chevrolet	Chevrolet Express Passenger Van G1500 Rear Wheel Drive, complete with all manufacturer's standard equipment
Caldwell Country Chevrolet	Chevrolet Equinox LS Model complete with all manufacturer's standard equipment
Caldwell Country Chevrolet	Chevrolet Impala Police Package Model 9C1 Police Vehicle, complete with all manufacturer's standard equipment
Caldwell Country Chevrolet	Chevrolet Captiva Sport 1LS Model complete with all manufacturer's standard equipment

Vendor	Description	Pricing
Caldwell Country Chevrolet	Chevrolet Silverado Classic 3500 Chassis Cab, 2WD, Regular Cab, complete with all manufacturer's standard equipment	
Caldwell Country Chevrolet	Chevrolet Silverado Classic 3500 Full Size Pickup, 1 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment	
Caldwell Country Chevrolet	Chevrolet Traverse 1LS Model complet with all manufacturer's standard equipment	
Caldwell Country Chevrolet	Chevrolet Tahoe 2 WD Police package with all manufacturer's standard equipment.	
Caldwell Country Chevrolet	Chevrolet Caprice Police Package, complete with all manufacturer's standard equipment	

Showing 1 to 25 of 28 entries

First Previous 1 2 Next Last

Contact us 800-695-2919

AI-35164 **Head Start** **16. F.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Request Approval of Application and Certficate for Payment No. 2 in the Amount of $30,576.44 Submitted by Del Sol Homes, LLC, Awarded Contractor; Pursuant to Action Taken by Commissioners' Court on 10.23.12 for Proposed Building Relocation of Palmview I Center, and as Certfied by Project Architect, Dannenbaum Engineering Company, McAllen, LLC

BACKGROUND

Policy Council Approval: 11.14.12

Attachments

Payment No. 2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2012 03:37 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Linda Galaviz Started On: 11/07/2012 01:45 PM

Final Approval Date: 11/16/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: November 14, 2012

SUBJECT: Request Approval of Application and Certificate for Payment No. 2 in the Amount of $30,576.44 submitted by Del Sol Homes, LLC, Awarded Contractor; Pursuant to action taken by CC on 10-23-12 for proposed Building Relocation Palmview I Center, and as certified by project Architect, Dannenbaum Engineering Company - McAllen, LLC

RATIONALE/NEED: This is the second payment for the relocation project performed by Del Sol Homes, LLC.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds for this project are available in the budget. Building Repairs & Maint: Account #19-5160-20-10034-505

RELATED INFORMATION INCLUDED: Application & Certification for Payment

* * * *

AIA® Document G702™ – 1992

ORIGINAL

Application and Certificate for Payment

TO OWNER:	Hidalgo County HeadStart Program 1901 West State Highway 107 McAllen, Texas 78504	**PROJECT:**	Building Relocation-Palmview I Paula Dr. Between Breyfogl Palmv	**APPLICATION NO:** #002 **PERIOD TO:** 11/05/2012	**Distribution to:** OWNER ☒
FROM CONTRACTOR:	Del Sol Homes LLC 143 E. Chapin Edinburg, Texas 78541	**VIA ARCHITECT:**	Dannenbaum Engineering Company 1109 Nolana Loop, Suite 208 McAllen, Texas 78504	**CONTRACT FOR:** General Construction **CONTRACT DATE:** 10/23/2012 **PROJECT NOS:** C-12-024 / 10-24 /	ARCHITECT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	$	197,000.00
2. NET CHANGE BY CHANGE ORDERS	$	0.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*	$	197,000.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)*	$	92,543.82
5. RETAINAGE:		
a. 10 % of Completed Work *(Columns D + E on G703)*	$	9,254.38
b. 10 % of Stored Material *(Column F on G703)*	$	0.00
Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*	$	9,254.38
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*	$	83,289.44
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*	$	52,713.00
8. CURRENT PAYMENT DUE	$	30,576.44
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$	113,710.56

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTAL	$ 0.00	$ 0.00
NET CHANGES by Change Order	$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 11/05/2012

State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 5th day of November 2012

Notary Public: Maria T. Espinoza
My commission expires: 02-02-2016

STATE OF TEXAS NOTARY PUBLIC Maria T Espinoza My Commission Expires 02/02/2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contract or is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 30,576.44

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 11/6/2012

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: #002
APPLICATION DATE: 11/05/2012
PERIOD TO: 11/05/2012
ARCHITECT'S PROJECT NO: C-12-024-10-24

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD	MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D + E + F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C − G)*	RETAINAGE *(If variable rate)*
1	Payment & Performance Bonds	$6,500.00	$6,500.00	0.00	0.00	$6,500.00	100%	0.00	$650.00
2	General Requirements	$50,100.00	$50,100.00	0.00	0.00	$50,100.00	100%	0.00	$5,010.00
3	Electrical	$13,000.00	0.00	$5,000.00	0.00	$5,000.00	38.2%	$8,000.00	$500.00
4	Plumbing	$11,000.00	0.00	$5,000.00	0.00	$5,000.00	45.4%	$6,000.00	$500.00
5	Parking Lot	$25,000.00	0.00	$6,842.50	0.00	$6,842.50	27.3%	$18,157.50	$684.25
6	Compaction Test L&G Engineering	$3,000.00	0.00	$1,000.00	0.00	$1,000.00	33.3%	$2,000.00	$100.00
7	A/C Disconnection & Connection	$5,000.00	0.00	$2,500.00	0.00	$2,500.00	50%	$2,500.00	$250.00
8	Framing Labor	$11,500.00	0.00	0.00	0.00	0.00	0%	$11,500.00	0.00
9	Moving Buildings	$18,000.00	0.00	0.00	0.00	0.00	0%	$18,000.00	0.00
10	Framing Materials	$11,500.00	0.00	0.00	0.00	0.00	0%	$11,500.00	0.00
11	Paint / Misc.	$3,000.00	0.00	0.00	0.00	0.00	0%	$3,000.00	0.00
12	Contractor's Fee	$39,400.00	$1,970.00	$13,631.32	0.00	$15,601.32	40%	$23,798.68	$1,560.13
	GRAND TOTAL	$197,000.00	$58,570.00	$33,973.82	0.00	$92,543.82		$104,456.18	$9,254.38

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AI-35275 **Precinct #3 17. A.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Martha L. Salazar **Submitted By:** Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval of accepting participation from Five L Development Ltd. in the amount of $23,203.50 for road improvements of Mile 1 South Road (from Tordillo Rd. 900 feet East).

BACKGROUND

Precinct #3 will provide labor and equipment

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Precinct #3 will provide labor & equipment.

Attachments

Location Map

Check

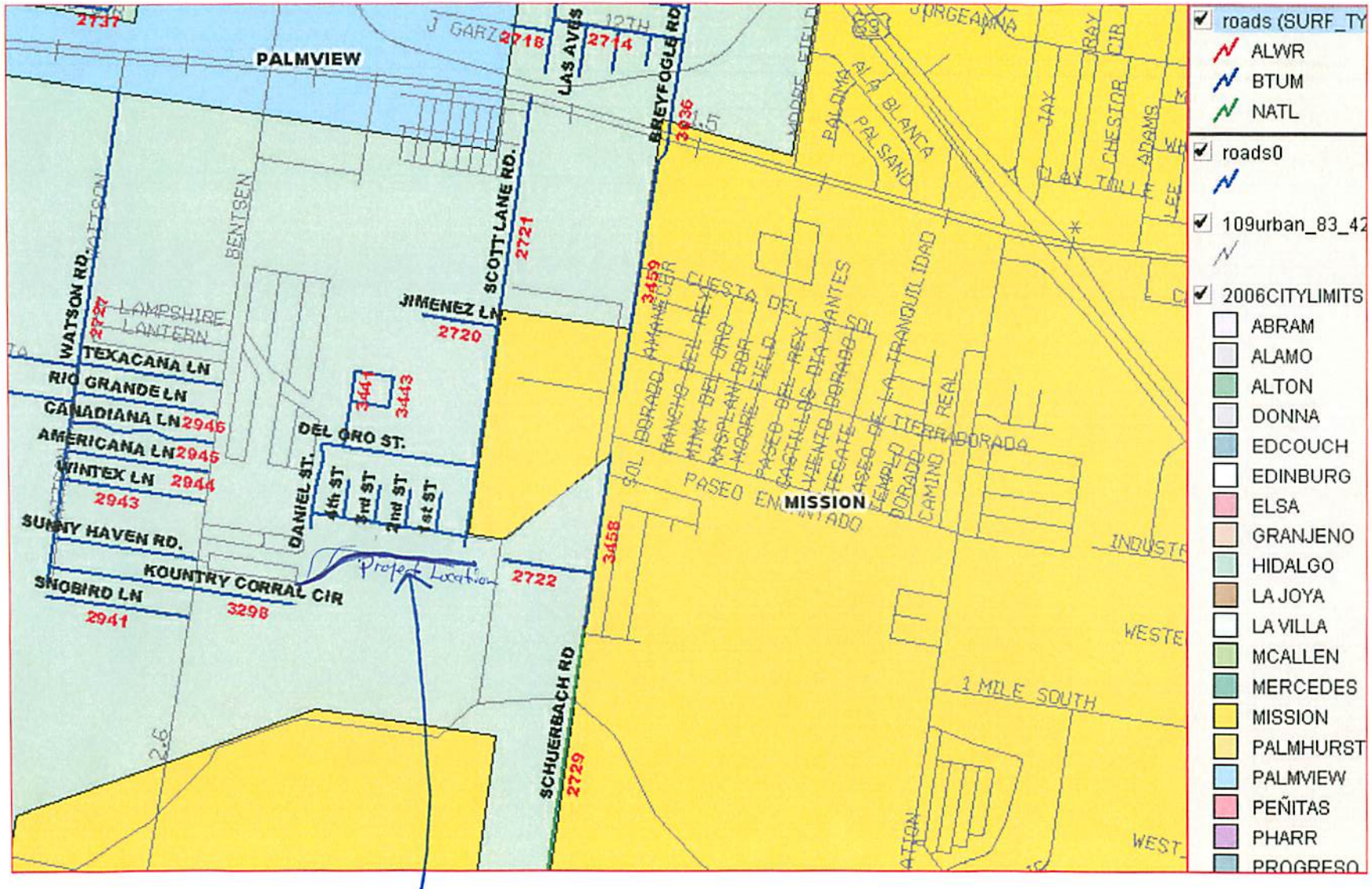
Receipt

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/14/2012 04:36 PM
Perla Lopez	Perla Lopez	11/15/2012 04:10 PM
Auditor's Office	Monica Badillo	11/15/2012 04:53 PM
Perla Lopez	Perla Lopez	11/16/2012 02:45 PM
Purchasing Department	Marty Salazar	11/16/2012 03:08 PM

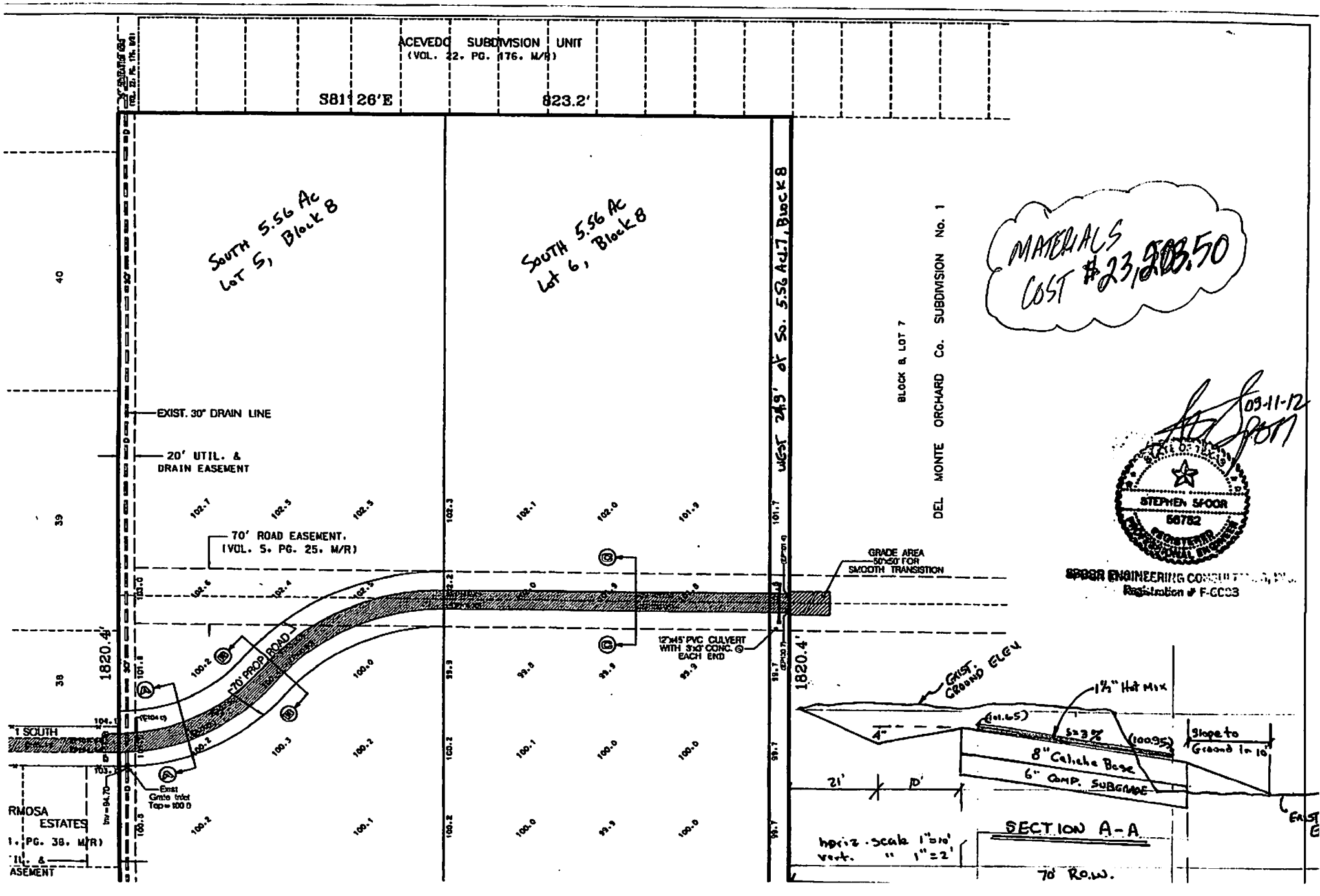
Form Started By: Norma Ceballos Started On: 11/14/2012 03:03 PM

Final Approval Date: 11/16/2012



Project - Mile 1 South Rd.

(From Jordell's Rd 900 feet East)


ACEVEDO SUBDIVISION UNIT
(VOL. 22, PG. 176, M/R)
S81°26'E
823.2'
SOUTH 5.56 Ac
Lot 5, Block 8
SOUTH 5.56 Ac
Lot 6, Block 8
WEST 249' of So. 5.56 Ac Lot 7, Block 8
DEL MONTE ORCHARD Co. SUBDIVISION No. 1
BLOCK 8, LOT 7
MATERIALS
COST #23,288.50
EXIST. 30' DRAIN LINE
20' UTIL. &
DRAIN EASEMENT
70' ROAD EASEMENT.
(VOL. 5, PG. 25, M/R)
GRADE AREA
50'x50' FOR
SMOOTH TRANSITION
12"x45' PVC CULVERT
WITH 3'x3' CONC.
EACH END
70' PROP. ROAD
1820.4'
1820.4'
EXIST. GROUND ELEV.
1½" Hot Mix
4"
8" Caliche Base
6" Comp. SUBGRADE
Slope to
Ground in 10'
21'
10'
SECTION A-A
horiz. scale 1"=10'
vert. " 1"=2'
70' R.O.W.
Exist
Grate Inlet
Top=100.0
STEPHEN SPOOR
56782
REGISTERED
PROFESSIONAL ENGINEER
09-11-12
SPOOR ENGINEERING CONSULTANTS, INC.
Registration # F-6003



FIVE L DEVELOPMENT LTD.
P O BOX 631
MISSION, TX 78573

88-1168/1149
42513901

1119

DATE 11/15/10

PAY TO THE ORDER OF County of Hidalgo Pct 3 $ 23203.50

Twenty Three Thousand Two Hundred Three & 50/100 DOLLARS

Lone Star National Bank℠
We Make Banking Easy.℠
1-800-580-0322, ext 2444

Del Monte Orchard Sppo. / Pres. of Bank

⑆114911687⑆ 1119 425 13901⑈

© DELUXE WALLET OR DUPLICATE

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Chemically Sensitive Paper	*
Security Screen	*

* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 160577

Received From: FIVE L DEVELOPMENT LTD PCT. 3 11/15/12 Date 11/16/12

1	1119	DEL MONTE ORCHARD SUB.	2-1200-364-00-123-000-0-000	23,203.50

Total: **23,203.50**

Check Total	23,203.50
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-35100 **Budget and Management 18. A.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval to process payment of claims for the following invoices:

Vendor	Invoice #	Amount
Valley Metro Security	122295	$3,723.93
Valley Metro Security	122264	$3,474.64
Valley Metro Security	122421	$2,827.00
Valley Metro Security	122333	$3,721.36
Valley Metro Security	122364	$3,721.36

with authority for County Treasurer to issue payment after review and auditing procedures are completed.

BACKGROUND

contract for Valley Metro expired on 09/09/12, but services were still being rendered.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-350

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available through PO#670690 as of 11/16/12 in the amount of $15,167.39 for Valley Metro Security LLC.

PO Increase was submitted on 11/16/12.

Attachments

Invoice 122264
invoice 122295
invoice 122333
invoice 122364
invoice 122421

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2012 12:12 PM
Erika Zamora	Erika Zamora	11/16/2012 09:06 AM

Form Started By: Angela Garcia Started On: 11/02/2012 11:44 AM
Final Approval Date: 11/16/2012

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122264
DATE	09/10/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
Week Of 09-03-12 Thru 09-09-12				
Hidalgo County Court House Main Parking Lot (583)				
09/04/12 Unarmed Security Officer - 07:00-15:00	8.00	Hours	10.28	82.24
09/04/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
09/05/12 Unarmed Security Officer - 07:00-15:00	8.00	Hours	10.28	82.24
09/05/12 Unarmed Security Officer - 15:00-16:15	1.25	Hours	10.28	12.85
09/05/12 Unarmed Security Officer - 16:15-18:00	1.75	Hours	10.28	17.99
09/06/12 Unarmed Security Officer - 07:00-12:00	5.00	Hours	10.28	51.40
09/06/12 Unarmed Security Officer - 12:00-18:00	6.00	Hours	10.28	61.68
09/07/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
Hidalgo County Court House Administration (585)				
09/04/12 Unarmed Security Officer - 06:00-17:00	11.00	Hours	10.28	113.08
09/05/12 Unarmed Security Officer - 06:00-17:00	11.00	Hours	10.28	113.08
09/06/12 Unarmed Security Officer - 06:00-12:00	6.00	Hours	10.28	61.68
09/06/12 Unarmed Security Officer - 12:00-17:00	5.00	Hours	10.28	51.40
09/07/12 Unarmed Security Officer -				

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

RECEIVED BY COUNTY AUDITOR 2012 SEP 27 AM 9 58

3474.64
2-1100-415-00-115-002-0-350
PO#670090

INVOICE RECEIVED BY: _____ ON 9/17/12
GOODS/SERVICES RECEIVED BY: Hid. Co ON 9103-9/12

Continued on Next Page

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122264
DATE	09/10/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
06:00-15:00 09/07/12 Unarmed Security Officer - 15:00-17:00 Hidalgo Couty Court House 430th (587)	9.00	Hours	10.28	92.52
	2.00	Hours	10.28	20.56
07:00-15:00 09/04/12 Unarmed Security Officer - 07:00-15:00 09/05/12 Unarmed Security Officer - 07:00-15:00 09/06/12 Unarmed Security Officer - 07:00-15:00 09/07/12 Unarmed Security Officer - 07:00-15:00 Hidalgo County Court House Adult Probation (589)	8.00	Hours	10.28	82.24
	8.00	Hours	10.28	82.24
	8.00	Hours	10.28	82.24
	8.00	Hours	10.28	82.24
10:00-19:00 09/05/12 Unarmed Security Officer - 10:00-19:00 09/06/12 Unarmed Security Officer - 10:00-19:00 09/07/12 Unarmed Security Officer - 08:00-17:00 Hidalgo County Court House San Carlos Warehouse (591)	9.00	Hours	10.28	92.52
	9.00	Hours	10.28	92.52
	9.00	Hours	10.28	92.52
	9.00	Hours	10.28	92.52
07:00-19:00 09/03/12 Unarmed Security Officer - 19:00-07:00 09/04/12 Unarmed Security Officer - 22:00-07:00	12.00	Hours	10.28	123.36
	12.00	Hours	10.28	123.36
	9.00	Hours	10.28	92.52

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

Continued on Next Page

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122264
DATE	09/10/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
09/05/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/06/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/07/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/08/12 Unarmed Security Officer - 07:00-19:00	12.00	Hours	10.28	123.36
09/08/12 Unarmed Security Officer - 19:00-07:00	12.00	Hours	10.28	123.36
09/09/12 Unarmed Security Officer - 07:00-19:00	12.00	Hours	10.28	123.36
09/09/12 Unarmed Security Officer - 19:00-23:59	5.00	Hours	10.28	51.40
09/09/12 Unarmed Security Officer - 23:59-07:00	7.00	Hours	10.28	71.96
Hidalgo County Court House Tax Office (593)				
09/03/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/04/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/05/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/06/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/07/12 Unarmed Security Officer - 22:00-23:00	1.00	Hours	10.28	10.28
09/07/12 Unarmed Security Officer - 23:00-07:00	8.00	Hours	10.28	82.24

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

Continued on Next Page

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122264
DATE	09/10/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
09/08/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/09/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
Hidalgo County Court House Boot Camp (595)				
09/08/12 Unarmed Security Officer - 12:30-15:30	3.00	Hours	10.28	30.84
Total Hours	338.00			0.00

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

Thank You For Your Business.

Sub-Total	3,474.64
Sales Tax	
TOTAL	$3,474.64

Labor Day

WEEK OF:

MAIN PARKING

DATE:	9/3	9/4	9/5	9/6	9/7	9/8	9/9
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
RICHARD CASTANEDA	OFF	7AM 6PM		12PM 6PM	7AM 6PM	OFF	OFF
ESTRELLA CASTELLANO	OFF	OFF	7AM 3P	7AM 12PM ADMIN	ADMIN PARKING	OFF	OFF
NOE SALINAS	BECK PIT	6AM 5PM	6AM 5PM	ADMIN PARKING			
ESTRELLA CASTELLANO	OFF	OFF	MAIN PARKING	6AM 12PM	OFF	OFF	OFF
				MAIN P12PM 5PM	6AM 3P	OFF	OFF

WEEK OF:

430TH

DATE:							
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
JUAN LUNA	OFF	7AM 3PM	7AM 3PM	7AM 3PM	7AM 3PM	OFF	OFF
THOMAS VELA	OFF	10AM 7PM	10AM 7PM	ADULT PROBATION			
AARON CANTU	OFF	OFF	OFF	10AM 7PM	8AM 5PM	OFF	OFF
				OFF	OFF	SAN CARLOS W H	SAN CARLOS W H

Labor Day

WEEK OF:

BOOT CAMP

DATE:	3	4	5	6	7	8	9
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
JOSE MORENO JR	C A T	C A T	C A T	C A T	C A T	D T /12:30p 3:30pm	OFF
PEDRO CARRIZALES	10PM 7AM	10PM 7AM	OFF	TAX OFFICE			
JAVIER PENA	OFF	OFF	10PM 7AM	OFF	OFF	10PM 7AM	10PM 7AM
[illegible]				10PM 7AM	10p - 11p	LANDFILL	OFF
[illegible]					11p - 7a		

WEEK OF:

SAN CARLOS W H

DATE:							
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Josue Garza				OFF	10p - 7a	7p - 7a	7p - 12a
JESUS DANIEL CASTILL	7pm - 7am	10p - 7a	10p - 7a	10PM 7AM			
AARON CANTU	7AM 7PM	OFF	OFF	OFF	OFF	7a 7PM	7a 7PM
Juan Ortiz							12a - 7a

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122295
DATE	09/17/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
Week Of 09-10-12 Thru 09-16-12				
Hidalgo County Court House Main Parking Lot (583)				
09/10/12 Unarmed Security Officer - 07:00-15:00	8.00	Hours	10.28	82.24
09/10/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
09/11/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
09/12/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
09/13/12 Unarmed Security Officer - 07:00-12:00	5.00	Hours	10.28	51.40
09/13/12 Unarmed Security Officer - 12:00-18:00	6.00	Hours	10.28	61.68
09/14/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
Hidalgo County Court House Administration (585)				
09/10/12 Unarmed Security Officer - 06:00-17:00	11.00	Hours	10.28	113.08
09/11/12 Unarmed Security Officer - 06:00-17:00	11.00	Hours	10.28	113.08
09/12/12 Unarmed Security Officer - 06:00-17:00	11.00	Hours	10.28	113.08
09/13/12 Unarmed Security Officer - 06:00-12:00	6.00	Hours	10.28	61.68
09/13/12 Unarmed Security Officer - 12:00-17:00	5.00	Hours	10.28	51.40
09/14/12 Unarmed Security Officer -				

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

RECEIVED BY COUNTY AUDITOR
2012 SEP 27 AM 8 58

2-1100-415-00115-0020-350
PO #670690
3723.93

INVOICE RECEIVED BY: _____ ON 9/17/12
GOODS/SERVICES RECEIVED BY: Hid Co ON 09/10-16/12

Continued on Next Page

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122295
DATE	09/17/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
06:00-17:00 d Hidalgo Couty Court House 430th (587)	11.00	Hours	10.28	113.08
09/10/12 Unarmed Security Officer - 07:00-15:00 d	8.00	Hours	10.28	82.24
09/11/12 Unarmed Security Officer - 07:00-15:00 d	8.00	Hours	10.28	82.24
09/12/12 Unarmed Security Officer - 07:00-15:00 d	8.00	Hours	10.28	82.24
09/13/12 Unarmed Security Officer - 07:00-15:00 d	8.00	Hours	10.28	82.24
09/14/12 Unarmed Security Officer - 07:00-15:00 d	8.00	Hours	10.28	82.24
Hidalgo County Court House Adult Probation (589)				
09/10/12 Unarmed Security Officer - 11:00-20:00 d	9.00	Hours	10.28	92.52
09/11/12 Unarmed Security Officer - 10:00-19:00 d	9.00	Hours	10.28	92.52
09/12/12 Unarmed Security Officer - 10:00-19:00 d	9.00	Hours	10.28	92.52
09/13/12 Unarmed Security Officer - 10:00-19:00 d	9.00	Hours	10.28	92.52
09/14/12 Unarmed Security Officer - 08:00-17:00 d	9.00	Hours	10.28	92.52
Hidalgo County Court House San Carlos Warehouse (591)				
09/10/12 Unarmed Security Officer - 22:00-07:00 d	9.00	Hours	10.28	92.52
09/11/12 Unarmed Security Officer - 22:00-07:00 d	9.00	Hours	10.28	92.52

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

Continued on Next Page

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122295
DATE	09/17/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
09/12/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/13/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/14/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/15/12 Unarmed Security Officer - 07:00-19:00	12.00	Hours	10.28	123.36
09/15/12 Unarmed Security Officer - 19:00-07:00	12.00	Hours	10.28	123.36
09/16/12 Unarmed Security Officer - 07:00-19:00	12.00	Hours	10.28	123.36
09/16/12 Unarmed Security Officer - 19:00-07:00	12.00	Hours	10.28	123.36
Hidalgo County Court House Tax Office (593)				
09/10/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/11/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/12/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/13/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/14/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/15/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/16/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

Continued on Next Page

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122295
DATE	09/17/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
Hidalgo County Court House Boot Camp (595)				
09/15/12 Unarmed Security Officer - 12:30-15:40	3.25	Hours	10.28	33.41
Total Hours	362.25			0.00

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

Thank You For Your Business.

Sub-Total	3,723.93
Sales Tax	
TOTAL	$3,723.93

WEEK OF:

MAIN PARKING

DATE:	9/10	9/11	9/12	9/13	9/14	9/15	9/16
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
RICHARD CASTANEDA	7AM 6PM ✓	7AM 6PM ✓	OFF	12PM 6PM ✓	7AM 6PM ✓	OFF	OFF
ESTRELLA CASTELLANO	7AM 3PM ✓	OFF	7AM 6PM ✓	7AM 12PM ADMIN	ADMIN PARKING	OFF	OFF
NOE SALINAS	6AM 5PM ✓	6AM 5PM ✓	6AM 5PM ✓	**ADMIN PARKING** 6AM 12PM ✓	OFF	OFF	OFF
ESTRELLA CASTELLANO	MAIN PARKING	OFF	MAIN PARKING	MAIN P12PM 5PM	6AM 5PM ✓	OFF	OFF

WEEK OF:

430TH

DATE:							
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
JUAN LUNA	7AM 3PM ✓	7AM 3PM ✓	7AM 3PM ✓	7AM 3PM ✓	7AM 3PM ✓	OFF	OFF
THOMAS VELA	11AM 8PM ✓	10AM 7PM ✓	10AM 7PM ✓	**ADULT PROBATION** 10AM 7PM ✓	OFF	OFF	OFF
AARON CANTU	OFF	OFF	OFF	OFF	8AM 5PM ✓	AIR PORT	AIR PORT

WEEK OF:

BOOT CAMP

DATE:	10	11	12	13	14	15	16
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
JOSE MORENO JR	C A T	C A T	C A T	C A T	C A T	D T /12:30p 3:40p	OFF
				TAX OFFICE			
PEDRO CARRIZALES	10PM 7AM	10PM 7AM	OFF	OFF	OFF	10PM 7AM	10PM 7AM
F: Jose Ozona	OFF	OFF	10PM 7AM	10PM 7AM	10PM 7AM	LANDFILL	OFF

WEEK OF:

SAN CARLOS W H

DATE:							
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
JOSUE GARZA	OFF	OFF	10PM 7AM	10PM 7AM	10PM 7AM	7PM 7AM	OFF
JESUS DANIEL CASTILL	10PM 7AM	10PM 7AM	OFF	OFF	OFF	OFF	7PM 7AM
SANDER RILEY	OFF	OFF	OFF	OFF	SHARP	7AM 7PM	7AM 7PM

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122333
DATE	09/25/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
Week Of 09-17-12 Thru 09-23-12				
Hidalgo County Court House Main Parking Lot (583)				
09/17/12 Unarmed Security Officer - 07:00-15:00	8.00	Hours	10.28	82.24
09/17/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
09/18/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
09/19/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
09/20/12 Unarmed Security Officer - 07:00-12:00	5.00	Hours	10.28	51.40
09/20/12 Unarmed Security Officer - 12:00-18:00	6.00	Hours	10.28	61.68
09/21/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
Hidalgo County Court House Administration (585)				
09/17/12 Unarmed Security Officer - 06:00-17:00	11.00	Hours	10.28	113.08
09/18/12 Unarmed Security Officer - 06:00-17:00	11.00	Hours	10.28	113.08
09/19/12 Unarmed Security Officer - 06:00-17:00	11.00	Hours	10.28	113.08
09/20/12 Unarmed Security Officer - 06:00-12:00	6.00	Hours	10.28	61.68
09/20/12 Unarmed Security Officer - 12:00-17:00	5.00	Hours	10.28	51.40
09/21/12 Unarmed Security Officer -				

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

12 OCT 10 PM 4 03
HIDALGO COUNTY
BUDGET OFFICE

Continued on Next Page

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122333
DATE	09/25/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
06:00-17:00 Hidalgo Couty Court House 430th (587) 09/17/12 Unarmed Security Officer -	11.00	Hours	10.28	113.08
07:00-15:00 09/18/12 Unarmed Security Officer -	8.00	Hours	10.28	82.24
07:00-15:00 09/19/12 Unarmed Security Officer -	8.00	Hours	10.28	82.24
07:00-15:00 09/20/12 Unarmed Security Officer -	8.00	Hours	10.28	82.24
07:00-15:00 09/21/12 Unarmed Security Officer -	8.00	Hours	10.28	82.24
07:00-15:00 Hidalgo County Court House Adult Probation (589) 09/17/12 Unarmed Security Officer -	8.00	Hours	10.28	82.24
11:00-20:00 09/18/12 Unarmed Security Officer -	9.00	Hours	10.28	92.52
10:00-19:00 09/19/12 Unarmed Security Officer -	9.00	Hours	10.28	92.52
10:00-19:00 09/20/12 Unarmed Security Officer -	9.00	Hours	10.28	92.52
10:00-12:00 09/20/12 Unarmed Security Officer -	2.00	Hours	10.28	20.56
12:00-19:00 09/21/12 Unarmed Security Officer -	7.00	Hours	10.28	71.96
08:00-17:00 Hidalgo County Court House San Carlos Warehouse (591) 09/17/12 Unarmed Security Officer -	9.00	Hours	10.28	92.52
22:00-07:00	9.00	Hours	10.28	92.52

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

Continued on Next Page

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122333
DATE	09/25/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
09/18/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/19/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/20/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/21/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/22/12 Unarmed Security Officer - 07:00-19:00	12.00	Hours	10.28	123.36
09/22/12 Unarmed Security Officer - 19:00-07:00	12.00	Hours	10.28	123.36
09/23/12 Unarmed Security Officer - 07:00-19:00	12.00	Hours	10.28	123.36
09/23/12 Unarmed Security Officer - 19:00-07:00	12.00	Hours	10.28	123.36
Hidalgo County Court House Tax Office (593)				
09/17/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/18/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/19/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/20/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/21/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/22/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

Continued on Next Page

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122333
DATE	09/25/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
09/23/12 Unarmed Security Officer - 22:00-07:00 Hidalgo County Court House Boot Camp (595)	9.00	Hours	10.28	92.52
09/22/12 Unarmed Security Officer - 12:30-15:30	3.00	Hours	10.28	30.84
Total Hours	362.00			0.00

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

Thank You For Your Business.

Sub-Total	3,721.36
Sales Tax	
TOTAL	$3,721.36

WEEK OF:

BOOT CAMP

DATE:							
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
JOSE MORENO JR	C A T	C A T	C A T	C A T	C A T	D T /12:30p 3:30pm	OFF
				TAX OFFICE			
PEDRO CARRIZALES	10PM 7AM	10PM 7AM	OFF	OFF	OFF	10PM 7AM	10PM 7AM
JOSE GANOA	OFF	OFF	10PM 7AM	10PM 7AM	10PM 7AM	LANDFILL	OFF

WEEK OF:

SAN CARLOS W H

DATE:							
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
JOSUE GARZA	OFF	OFF	10PM 7AM	10PM 7AM	10PM 7AM	7PM 7AM	OFF
JESUS DANIEL CASTILL	10PM 7AM	10PM 7AM	OFF	OFF	OFF	OFF	7PM 7AM
SANDER RILEY	OFF	OFF	OFF	H&S	OFF	7AM 7PM	7AM 7PM

WEEK OF:

MAIN PARKING

DATE:							
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
RICHARD CASTANEDA	7AM 6PM	7AM 6PM	OFF	12PM 6PM	7AM 6PM	OFF	OFF
ESTRELLA CASTELLANO	7AM 3PM	OFF	7AM 6PM	7AM 12PM ADMIN	ADMIN PARKING	OFF	OFF
				ADMIN PARKING			
NOE SALINAS	6AM 5PM	6AM 5PM	6AM 5PM	6AM 12PM	OFF	OFF	OFF
ESTRELLA CASTELLANO	MAIN PARKING	OFF	MAIN PARKING	MAIN P12PM 5PM	6AM 5PM	OFF	OFF

WEEK OF:

430TH

DATE:							
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
JUAN LUNA	7AM 3PM	7AM 3PM	7AM 3PM	7AM 3PM	7AM 3PM	OFF	OFF
				ADULT PROBATION			
THOMAS VELA	11AM 8PM	10AM 7PM	10AM 7PM	10AM 12p.	OFF	OFF	OFF
AARON CANTU	OFF	OFF	OFF	OFF	8AM 5PM	AIR PORT	AIR PORT
Ismael Molina				12p. 7p			

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122364
DATE	10/02/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
Week F 09-24-12 Thru 09-30-12 Hidalgo County Court House Main Parking Lot (583)				
09/24/12 Unarmed Security Officer - 07:00-15:00	8.00	Hours	10.28	82.24
09/24/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
09/25/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
09/26/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
09/27/12 Unarmed Security Officer - 07:00-12:00	5.00	Hours	10.28	51.40
09/27/12 Unarmed Security Officer - 12:00-18:00	6.00	Hours	10.28	61.68
09/28/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
Hidalgo County Court House Administration (585)				
09/24/12 Unarmed Security Officer - 06:00-17:00	11.00	Hours	10.28	113.08
09/25/12 Unarmed Security Officer - 06:00-17:00	11.00	Hours	10.28	113.08
09/26/12 Unarmed Security Officer - 06:00-17:00	11.00	Hours	10.28	113.08
09/27/12 Unarmed Security Officer - 06:00-12:00	6.00	Hours	10.28	61.68
09/27/12 Unarmed Security Officer - 12:00-17:00	5.00	Hours	10.28	51.40
09/28/12 Unarmed Security Officer -				

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

HIDALGO COUNTY
BUDGET OFFICE
OCT 10 PM 4 03

Continued on Next Page

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122364
DATE	10/02/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
06:00-17:00 Hidalgo Couty Court House 430th (587)	11.00	Hours	10.28	113.08
09/24/12 Unarmed Security Officer - 07:00-15:00	8.00	Hours	10.28	82.24
09/25/12 Unarmed Security Officer - 07:00-15:00	8.00	Hours	10.28	82.24
09/26/12 Unarmed Security Officer - 07:00-15:00	8.00	Hours	10.28	82.24
09/27/12 Unarmed Security Officer - 07:00-15:00	8.00	Hours	10.28	82.24
09/28/12 Unarmed Security Officer - 07:00-15:00	8.00	Hours	10.28	82.24
Hidalgo County Court House Adult Probation (589)				
09/24/12 Unarmed Security Officer - 11:00-20:00	9.00	Hours	10.28	92.52
09/25/12 Unarmed Security Officer - 10:00-19:00	9.00	Hours	10.28	92.52
09/26/12 Unarmed Security Officer - 10:00-19:00	9.00	Hours	10.28	92.52
09/27/12 Unarmed Security Officer - 10:00-19:00	9.00	Hours	10.28	92.52
09/28/12 Unarmed Security Officer - 08:00-17:00	9.00	Hours	10.28	92.52
Hidalgo County Court House San Carlos Warehouse (591)				
09/24/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/25/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

Continued on Next Page

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122364
DATE	10/02/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
09/26/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/27/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/28/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/29/12 Unarmed Security Officer - 07:00-19:00	12.00	Hours	10.28	123.36
09/29/12 Unarmed Security Officer - 19:00-07:00	12.00	Hours	10.28	123.36
09/30/12 Unarmed Security Officer - 07:00-19:00	12.00	Hours	10.28	123.36
09/30/12 Unarmed Security Officer - 19:00-07:00	12.00	Hours	10.28	123.36
Hidalgo County Court House Tax Office (593)				
09/24/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/25/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/26/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/27/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
09/28/12 Unarmed Security Officer - 01:15-07:00	5.75	Hours	10.28	59.11
09/28/12 Unarmed Security Officer - 22:00-01:15	3.25	Hours	10.28	33.41
09/29/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

Continued on Next Page

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122364
DATE	10/02/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
09/30/12 Unarmed Security Officer - 22:00-07:00 Hidalgo County Court House Boot Camp (595)	9.00	Hours	10.28	92.52
09/29/12 Unarmed Security Officer - 12:30-15:30	3.00	Hours	10.28	30.84
Total Hours	362.00			0.00

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

Thank You For Your Business.

Sub-Total	3,721.36
Sales Tax	
TOTAL	$3,721.36

WEEK OF:

MAIN PARKING

DATE:							
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
RICHARD CASTANEDA	7AM 6PM	7AM 6PM	OFF	12PM 6PM	7AM 6PM	OFF	OFF
ESTRELLA CASTELLANO	7AM 3PM	OFF	7AM 6PM	7AM 12PM ADMIN	ADMIN PARKING	OFF	OFF
				ADMIN PARKING			
NOE SALINAS	6AM 5PM	6AM 5PM	6AM 5PM	6AM 12PM	OFF	OFF	OFF
ESTRELLA CASTELLANO	MAIN PARKING	OFF	MAIN PARKING	MAIN P12PM 5PM	6AM 5PM	OFF	OFF

WEEK OF:

430TH

DATE:							
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
JUAN LUNA	7AM 3PM	7AM 3PM	7AM 3PM	7AM 3PM	7AM 3PM	OFF	OFF
				ADULT PROBATION			
THOMAS VELA	11AM 8PM	10AM 7PM	10AM 7PM	10AM 7PM	OFF	OFF	OFF
AARON CANTU	OFF	OFF	OFF	OFF	8AM 5PM	AIR PORT	AIR PORT

WEEK OF:

BOOT CAMP

DATE:							
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
JOSE MORENO JR	SHARP	C A T	C A T	C A T	C A T	D T /12:30p 3:30pm	OFF
				TAX OFFICE			
PEDRO CARRIZALES	10PM 7AM	10PM 7AM	OFF	OFF	OFF	10PM 7AM	10PM 7AM
JOSE GANOA	OFF	OFF	10PM 7AM	10PM 7AM	10PM 1?a	LANDFILL	OFF
Jorge Alfaro					1?a - 7a		

WEEK OF:

SAN CARLOS W H

DATE:							
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
JOSUE GARZA	OFF	OFF	10PM 7AM	10PM 7AM	10PM 7AM	7PM 7AM	OFF
JESUS DANIEL CASTILL	10PM 7AM	10PM 7AM	OFF	OFF	OFF	OFF	7PM 7AM
SANDER RILEY	OFF	OFF	OFF	H S	OFF	7AM 7PM	7AM 7PM

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122421
DATE	10/08/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
Week Of 10/01/12 Thru 10/07/12				
Hidalgo County Court House Main Parking Lot (583)				
10/01/12 Unarmed Security Officer - 07:00-15:00	8.00	Hours	10.28	82.24
10/01/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
10/02/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
10/03/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
10/04/12 Unarmed Security Officer - 07:00-12:00	5.00	Hours	10.28	51.40
10/04/12 Unarmed Security Officer - 12:00-18:00	6.00	Hours	10.28	61.68
10/05/12 Unarmed Security Officer - 07:00-18:00	11.00	Hours	10.28	113.08
Hidalgo County Court House Administration (585)				
10/01/12 Unarmed Security Officer - 06:00-17:00	11.00	Hours	10.28	113.08
10/02/12 Unarmed Security Officer - 06:00-17:00	11.00	Hours	10.28	113.08
10/03/12 Unarmed Security Officer - 06:00-17:00	11.00	Hours	10.28	113.08
10/04/12 Unarmed Security Officer - 06:00-12:00	6.00	Hours	10.28	61.68
10/04/12 Unarmed Security Officer - 12:00-17:00	5.00	Hours	10.28	51.40
10/05/12 Unarmed Security Officer -				

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

HIDALGO COUNTY BUDGET OFFICE
OCT 10 PM 4:03

Continued on Next Page

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122421
DATE	10/08/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
06:00-17:00 Hidalgo Couty Court House 430th (587)	11.00	Hours	10.28	113.08
10/01/12 Unarmed Security Officer - 07:00-15:00	8.00	Hours	10.28	82.24
10/02/12 Unarmed Security Officer - 07:00-15:00	8.00	Hours	10.28	82.24
10/03/12 Unarmed Security Officer - 07:00-15:00	8.00	Hours	10.28	82.24
10/04/12 Unarmed Security Officer - 07:00-15:00	8.00	Hours	10.28	82.24
10/05/12 Unarmed Security Officer - 07:00-15:00	8.00	Hours	10.28	82.24
Hidalgo County Court House Adult Probation (589)				
10/01/12 Unarmed Security Officer - 11:00-20:00	9.00	Hours	10.28	92.52
10/02/12 Unarmed Security Officer - 10:00-19:00	9.00	Hours	10.28	92.52
10/03/12 Unarmed Security Officer - 10:00-19:00	9.00	Hours	10.28	92.52
10/04/12 Unarmed Security Officer - 10:00-19:00	9.00	Hours	10.28	92.52
10/05/12 Unarmed Security Officer - 08:00-17:00	9.00	Hours	10.28	92.52
Hidalgo County Court House San Carlos Warehouse (591)				
10/01/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
10/02/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

Continued on Next Page

Valley Metro Security
664 South Jackson Rd
Edinburg,Texas 78539

INVOICE NO.	122421
DATE	10/08/12

CUSTOMER

Accounts Payable: Valde Guerra
Hidalgo County Office ACCNTS # 145920
100 North Closner Boulevard
Edinburg, TX 78541

SERVICE LOCATION

Hidalgo County Office
100 E. Cano
Edinburg, TX 78539

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.
Net 30 Days	534	583A	

Description	Quantity	Unit of Measure	Price	Amount
10/03/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
10/04/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
Hidalgo County Court House Tax Office (593)				
10/01/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
10/02/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
10/03/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
10/04/12 Unarmed Security Officer - 22:00-07:00	9.00	Hours	10.28	92.52
Total Hours	275.00			0.00

Please remit payment to: Valley Metro Security 664 South Jackson Rd Edinburg, TX 78539

Thank You For Your Business.

Sub-Total	2,827.00
Sales Tax	
TOTAL	$2,827.00

WEEK OF:

MAIN PARKING

DATE:							
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
RICHARD CASTANEDA	7AM 6PM	7AM 6PM	OFF	12PM 6PM	7AM 6PM	OFF	OFF
ESTRELLA CASTELLANO	7AM 3PM	OFF	7AM 6PM	7AM 12PM ADMIN	ADMIN PARKING	OFF	OFF
				ADMIN PARKING			
NOE SALINAS	6AM 5PM	6AM 5PM	6AM 5PM	6AM 12PM	OFF	OFF	OFF
ESTRELLA CASTELLANO	MAIN PARKING	OFF	MAIN PARKING	MAIN P12PM 5PM	6AM 5PM	OFF	OFF

WEEK OF:

430TH

DATE:							
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
JUAN LUNA	7AM 3PM	7AM 3PM	7AM 3PM	7AM 3PM	7AM 3PM	OFF	OFF
				ADULT PROBATION			
THOMAS VELA	11AM 8PM	10AM 7PM	10AM 7PM	10AM 7PM	OFF	OFF	OFF
AARON CANTU	OFF	OFF	OFF	OFF	8AM 5PM	AIR PORT	AIR PORT

WEEK OF:

BOOT CAMP

DATE:							
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
		No work	Services	1:15 pm	left @ 4 10/5/12		OFF
				TAX OFFICE			
PEDRO CARRIZALES	10PM 7AM	10PM 7AM	OFF	OFF	OFF		
Daniel Maldonado	OFF	OFF	10PM 7AM	10PM 7AM		LANDFILL	OFF

WEEK OF:

SAN CARLOS W H

DATE:							
SECURITY OFFICER:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
JOSUE GARZA	OFF	OFF	10PM 7AM	10PM 7AM			OFF
JESUS DANIEL CASTILL	10PM 7AM	10PM 7AM	OFF	OFF	OFF	OFF	
SANDER RILEY	OFF	OFF	OFF	H S	OFF		

AI-35299 **Budget and Management 18. B.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Juvenile Department- Israel Silva, Jr.

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Juvenile Probation (1100)/ TJJD- A (1294)/ IV-E ENHANCED ADM (1296) :
1. Approval of the following personnel actions:

Action	Position/ Slot No.	Position Title	Current Budgeted Amount	Proposed Budgeted Amount	Total Increase/Decrease
Salary Decrease	330-032-G001	Probation Officer	35,545.00	35,545.00	-0-
	330-002-G059		7,972.00	3,750.00	(4,222.00)
Salary Increase (Vacant)	330-002-0014	Probation Officer	37,000.00	41,222.00	4,222.00
	330-010-G043		2,295.00	2,295.00	-0-

2. Approval of salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-423-60-330-002-0-XXX

FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No budgetary impact. Available funds from decrease in budgeted salary will cover proposed increase.

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	11/16/2012 04:54 PM
Budget & Management	Merlen P. Munoz	11/16/2012 04:56 PM
Sylvia Solis	Sylvia Solis	11/16/2012 05:05 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Rosie Cantu Started On: 11/15/2012 10:19 AM

Final Approval Date: 11/16/2012

AI-35310 **Budget and Management 18. C. 1.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Stephanie Palacios **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

District Clerk (1235):
Approval of 2012 appropriation of funds for the District Clerk Records Management & Preservation Fund (1235) in the amount of $25,000.00 to fund records storage and retrieval services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1235-412-00-090-008-0-350

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the amount of $25,000.00 for contractual services to CTC Distribution Ltd. Funds available in fund balance as of 11/15/12.

Attachments

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/15/2012 02:21 PM
Ivan Cantu	Ivan Cantu	11/15/2012 04:36 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Sylvia Solis Started On: 11/15/2012

Final Approval Date: 11/16/2012

DATE: November 15, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for DC REC MGMT/PRESERV

ACCOUNT NUMBER: 2-1235-412-00-090-008-0-350

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
2-1235-412-00-090-008-0-350	DC REC MGMT/PRESERV - OTHER SERVICES	25,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**25,000.00**

REASON: To appropriate funds for CTC Distributing LTD for records storage and retrieval services for the month of December.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-35193 **Purchasing Department 19. A. 3.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Status of attempts with applicable action, if necessary, to secure commitments from current awarded vendors for the following Section 125:

1. Dental - Metlife
2. Vision - Safeguard thru Metlife
3. Disability:
   Short Term - UNUM
   Long Term - UNUM
4. Accident Plans - Allstate
5. Critical Illness - Allstate
6. Universal Life - Allstate
7. Cancer - Allstate

b. Action by CC applicable to responses received by current providers in connection with employees that have policies:

1. "Grandfather" current providers for only those employees that currently have policies and continue payroll deductions; or,

2. Conversion of said policies for employees that currently have policies to a "post-tax" product with no payroll deduction but rather individual responsibility (by employees) to pay premiums;

c. Accept or reject all proposals received (and thus not proceed to rank) for: "Section 125 Voluntary Insurance Products" (i.e. Voluntary Short & Long Term Insurance, Dental, Vision, Cancer Plan, Accident, Critical Illness, Universal Life Insurance and COBRA Administration & Others) and, if accepted:

d. Proceed to rank the proposals for each product so as to proceed to the negotiation phase of the process; or, if rejected;

e. Authority to re-advertise an RFP for: "Section 125 Voluntary Insurance Products" (Voluntary Short & Long Term Insurance, Dental, Vision, Cancer Plan, Accident, Critical Illness, Universal and Other Types of Life Insurance and COBRA Administration) with inclusion/imposition of the following:

1. No Loss No Gain Provision;
2. New Grading Criteria, if necessary & recommended;
3. Selection and/or designation of Scoring/Grading Committee:
   a. Proposed names as recommended by Pct. #3 - Raul Silguero, Mona Parras & Marty Salazar
   b. Additions or Deletions, if applicable;
4. Presentations to CC by top _____ scored vendors with a ten point max value thus a total max score of 110;
5. Hidalgo County's sole option to award to one or multiple vendors;
6. Minimum of a 42 months term with possible multi-year rate guarantee with option to renew additional _____ extensions with HC sole discretion to permit rate negotiations (only, if necessary);
7. Ad dates: 11-24, 12-1, & 12-8- RFP acceptance date: 12-19-12

f. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Section 262.024(a)(4)-professional service;

g. Approval for Purchasig to negotiate a professional consulting agreement with William "Bill"

Rusteberg to provide assistance to Hidalgo County Commissioners Court directly or to CC Designated/Assigned Grading Committee (i.e.score, grade, evaluate, analyze, develop recommendation grid directly to CC or to Benefits Committee for the responses received and in the process assist Committee in their grading duties and responsibilities with educational information);

h. If necessary, Commissioner Court's declaration of a new plan year of _____.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

These are all employee payroll deductions.

Attachments

GRID

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/16/2012 03:09 PM
Budget & Management	Merlen P. Munoz	11/16/2012 03:16 PM
Olga Garza	Olga Garza	11/16/2012 04:55 PM
Auditor's Office	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Marty Salazar Started On: 11/08/2012 10:17 AM

Final Approval Date: 11/16/2012

2012-145-10-03-CGA

VOLUNTARY PRODUCTS- DENTAL-EVALUATION GRID

PARTICIPANTS	DENTAL							
↓↓↓ EVALUATORS:	1	2	3	4	5	TOTAL	AVG	Ranking
1. AFLAC/Alamo Ins. Group	89	98	89	87	91	454	90.8*	
2. METLIFE	89	86	90	95	94	454	90.8*	
3. AFLAC/GMFE LLC-FNB	90	94	89	87	93	453	90.6	
4. AFLAC/Leo Longoria	89	91	89	87	91	447	89.4	
5. AFLAC/GL Group	88	88	89	87	91	443	88.6	
6. HUMANA	82	92	85	84	85	428	85.6	
7. United Concordia	74	68	85	87	84	398	79.6	
8. United Health Care	79	84	73	71	85	392	78.4	
9. Ameritas Group	78	81	71	70	86	386	77.2	
10. Sunlife Financial	84	60	64	68	84	360	72.0	
11. Guardian	84	66	41	50	83	324	64.8	

***TX. LGC., 262.027(b) Drawing of Lots**

2012-145-10-03-CGA

VOLUNTARY PRODUCTS- VISION-EVALUATION GRID

PARTICIPANTS	VISION							
↓↓↓ EVALUATORS:	1	2	3	4	5	TOTAL	AVG	RANKING
1. METLIFE	89	86	83	95	94	447	89.4	
2. VSP Vision Care	84	93	94	86	85	442	88.4	
3. HUMANA	82	92	86	84	86	430	86.0	
4. EyeMed	77	81	91	86	84	419	83.8	
5. Davis Vision	84	85	80	77	88	414	82.8	
6. AVESIS	80	75	89	85	85	414	82.8	
7. OptiCare	76	81	83	80	83	403	80.6	
8. Block Vision	85	90	63	73	86	397	79.4	
9. United Health Care	79	84	74	71	85	393	78.6	
10. Ameritas Group	78	81	72	70	86	387	77.4	
11. Guardian	84	66	41	50	83	324	64.8	

2012-145-10-03-CGA

VOLUNTARY PRODUCTS-ACCIDENTAL-EVALUATION GRID

PARTICIPANTS	ACCIDENTAL							
↓↓↓ EVALUATORS	1	2	3	4	5	TOTAL	AVG	RANKING
1. AFLAC/Alamo Ins. Group	89	98	91	87	88	453	90.6	
2. AFLAC/GMFE LLC-FNB	90	94	91	87	88	450	90.0	
3. Colonial Life	84	98	89	84	93	448	89.6	
4. AFLAC/Leo Longoria	89	91	91	87	88	446	89.2	
5. AFLAC/GL Group	88	88	91	87	88	442	88.4	
6. HUMANA	82	92	84	84	86	428	85.6	
7. ING	87	91	79	85	85	427	85.4	
8. Allstate	79	72	93	98	79	421	84.2	
9. UNUM	85	66	87	88	84	410	82.0	
10. United Health Care	79	84	73	71	85	392	78.4	
11. Sunlife Financial	84	60	67	68	84	363	72.6	
12. Guardian	84	66	41	50	83	324	64.8	
13. Bay Bridge/Alamo Ins.	72	65	40	50	77	304	60.8	

2012-145-10-03-CGA

VOLUNTARY PRODUCTS- CANCER-EVALUATION GRID

PARTICIPANTS	CANCER							
↓↓↓ EVALUATORS	1	2	3	4	5	Total	AVG	RANKING
1. Colonial Life	84	98	89	84	95	450	90.0	
2. Humana	82	92	84	84	85	427	85.4	
3. Allstate	79	72	93	98	78	420	84.0	
4. Bay Bridge/ Alamo Ins.	72	65	40	50	76	303	60.6	

2012-145-10-03-CGA

VOLUNTARY PRODUCTS-CRITICAL ILLNESS-EVALUATION GRID

PARTICIPANTS	CRITICAL ILLNESS							
↓↓↓ EVALUATORS	1	2	3	4	5	TOTAL	AVG	RANKING
1. AFLAC/Alamo Ins. Group	89	98	91	87	88	453	90.6	
2. AFLAC/GMFE LLC-FNB	90	94	91	87	89	451	90.2	
3. Colonial Life	84	98	89	84	94	449	89.8	
4. AFLAC/Leo Longoria	89	91	91	87	89	447	89.4	
5. AFLAC/GL Group	88	88	91	87	89	443	88.6	
6. Humana	82	92	84	84	86	428	85.6	
7. ING	87	91	79	85	85	427	85.4	
8. Allstate	79	72	93	98	79	421	84.2	
9. UNUM	85	66	87	88	84	410	82.0	
10. United Health Care	79	84	73	71	84	391	78.2	
11. Guardian	84	66	41	50	83	324	64.8	
12. 5 Star Life Insurance	71	50	51	69	78	319	63.8	
13. Bay Bridge/Alamo Ins.	72	65	40	52	77	306	61.2	

2012-145-10-03-CGA

VOLUNTARY PRODUCTS- DISABILITY- EVALUATION GRID

PARTICIPANTS:	SHORT/LONG TERM DISABILITY							
↓↓↓ EVALUATORS:	1	2	3	4	5	TOTAL	AVG	RANKING
1. AFLAC/Alamo Ins. Group	89	98	90	87	90	454	90.8*	
2. AFLAC/GMFE LLC-FNB	90	94	90	87	93	454	90.8*	
3. AFLAC/Leo Longoria	89	91	90	87	90	447	89.4	
4. AFLAC/GL Group	88	88	90	87	90	443	88.6	
5. HUMANA	82	92	85	84	85	428	85.6	
6. UNUM	85	66	92	98	84	425	85.0	
7. Sun Life Financial	84	60	67	68	84	363	72.6	

***Tx. LGC., 262.027(b) Drawing of lots**

2012-145-10-03-CGA

VOLUNTARY PRODUCTS-LIFE INSURANCE- EVALUATION GRID

PARTICIPANTS	LIFE INSURANCE							
↓↓↓ EVALUATORS:	1	2	3	4	5	TOTAL	AVG	RANKING
1. AFLAC/Alamo Ins. Group	89	98	90	87	88	452	90.4	
2. AFLAC/GMFE LLC-FNB	90	94	90	87	89	450	90.0	
3. AFLAC/Leo Longoria	89	91	90	87	89	446	89.2	
4. Colonial Life	84	98	89	84	90	445	89.0	
5. AFLAC/GL Group	88	88	90	87	89	442	88.4	
6. ING Employee Benefits	87	91	85	85	85	433	86.6	
7. Texas Life Ins. Co.	79	73	86	97	94	429	85.8	
8. Allstate	79	72	93	98	79	421	84.2	
9. UNUM	85	66	87	88	84	410	82.0	
10. Sunlife Financial	84	60	67	68	84	363	72.6	

2012-145-10-03-CGA

VOLUNTARY PRODUCTS- COBRA ADMINISTRATION- EVALUATION GRID

PARTICIPANTS	COBRA ADMINISTRATION SERVICES							
↓↓↓ EVALUATORS:	1	2	3	4	5	TOTAL	AVG	RANKING
1. AFLAC	89	98	82	87	88	444	88.8	
2. CONEXIS	78	54	84	95	84	395	79.0	
3. United Healthcare	79	84	73	71	84	391	78.2	
4. MGM	62	88	69	72	86	377	75.4	
5. Discovery	69	81	74	66	85	375	75.0	
6. SBS Administrative Services	70	72	55	56	86	339	67.8	
7. Ceridian	62	60	61	68	84	335	67.0	

AI-35315 **Purchasing Department** **19. B. 1.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation for discussion, acceptance and approval of the conceptual layout of the, "New Commissioners' Court Room Facility," as developed by the project architect, Alcocer Garcia Associates, Inc. from directions proposed by Executive Officer for CC and, if approved;

b. Authority for project archiect, AGA to proceed with the Design Development Phase for the addition to the former administration building project (100 E. Cano, Edinburg) titled the design and construction of a New Commissioners' Court Room Chamber Facility.

BACKGROUND

CC approved the Amendment #2 to the AIA B-141-1997 Standard Form of Agreement with Alcocer Garcia Associates, Inc. on 10-23-12, AI #34853,item 17.A.4.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-419-40-220-043-0-452

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 11-16-12. Additional estimated construction cost is $1.2M, as provided by project architect, AGA.

Attachments

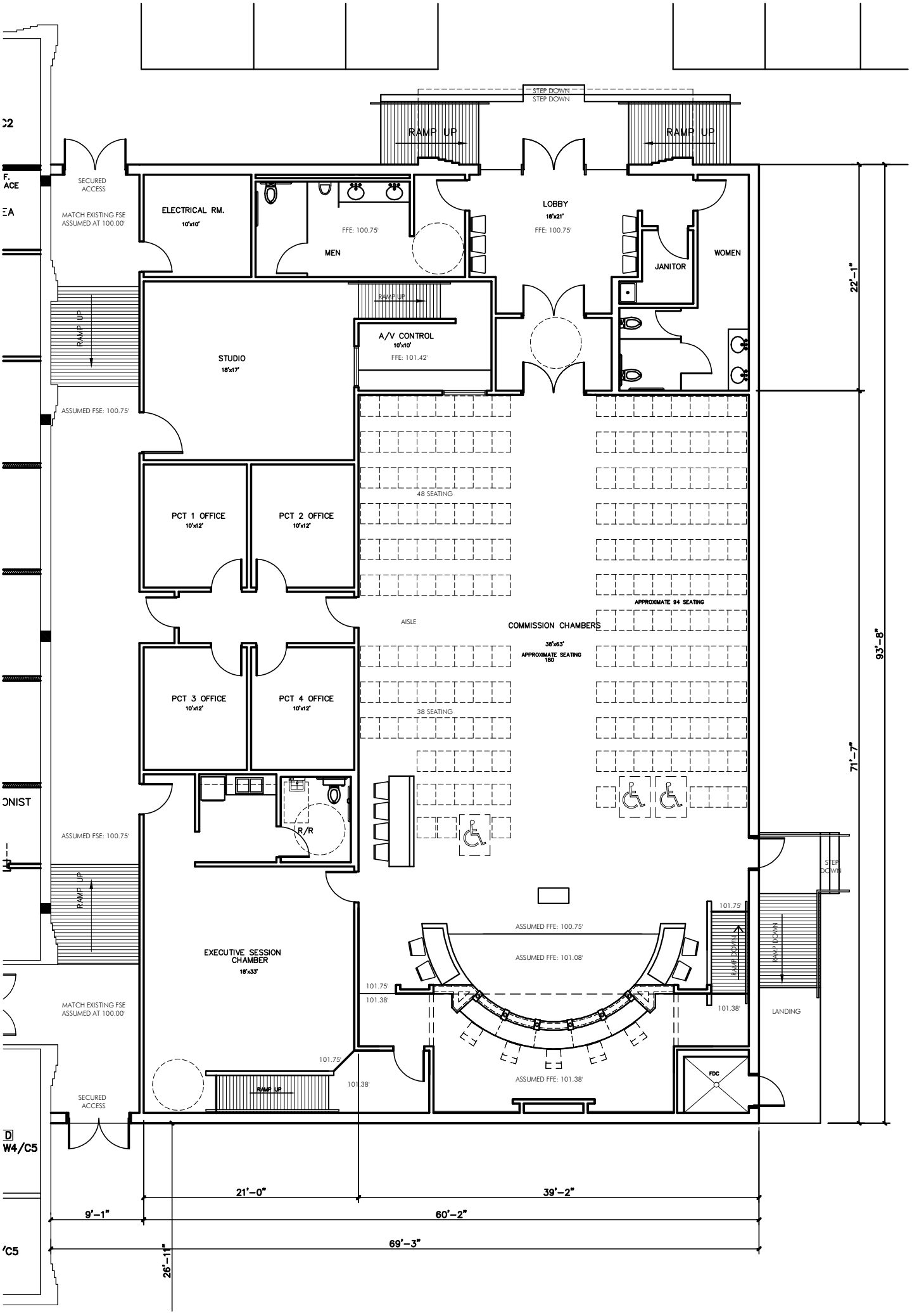
Layout

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/16/2012 11:19 AM
Budget & Management	Merlen P. Munoz	11/16/2012 11:38 AM
Erika Zamora	Merlen P. Munoz	11/16/2012 01:20 PM
Ivan Cantu	Ivan Cantu	11/16/2012 03:39 PM
Auditor's Office	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Rocio Villarreal Started On: 11/15/2012 03:10 PM

Final Approval Date: 11/16/2012


STEP DOWN
STEP DOWN
RAMP UP
RAMP UP
SECURED ACCESS
MATCH EXISTING FSE ASSUMED AT 100.00'
ELECTRICAL RM.
10'x10'
FFE: 100.75'
MEN
LOBBY
18'x21'
FFE: 100.75'
JANITOR
WOMEN
22'-1"
RAMP UP
RAMP UP
A/V CONTROL
10'x10'
FFE: 101.42'
STUDIO
18'x17'
ASSUMED FSE: 100.75'
48 SEATING
PCT 1 OFFICE
10'x12'
PCT 2 OFFICE
10'x12'
APPROXIMATE 94 SEATING
AISLE
COMMISSION CHAMBERS
38'x63'
APPROXIMATE SEATING 180
PCT 3 OFFICE
10'x12'
PCT 4 OFFICE
10'x12'
38 SEATING
93'-8"
71'-7"
R/R
ASSUMED FSE: 100.75'
STEP DOWN
101.75'
ASSUMED FFE: 100.75'
RAMP UP
RAMP DOWN
EXECUTIVE SESSION CHAMBER
18'x33'
ASSUMED FFE: 101.08'
101.75'
101.38'
101.38'
LANDING
MATCH EXISTING FSE ASSUMED AT 100.00'
101.75'
101.38'
RAMP UP
ASSUMED FFE: 101.38'
FDC
SECURED ACCESS
21'-0"
39'-2"
9'-1"
60'-2"
69'-3"
26'-11"

AI-35336 **Purchasing Department** **19. B. 2.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation by contracted architect, ERO Architects for acceptance and approval by Hidalgo County Commissioners Court of the Comprehensive Master Plan Report (its ancillary function including conceptual cost estimates, stakeholders facilitations and implementation strategies)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

C-11-210-02-07-Master Plan

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/16/2012 03:26 PM
Budget & Management	Merlen P. Munoz	11/16/2012 03:34 PM
Ivan Cantu	Ivan Cantu	11/16/2012 04:46 PM
Auditor's Office	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Marty Salazar Started On: 11/16/2012 01:51 PM

Final Approval Date: 11/16/2012

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 7th day of February in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850

and the Architect:
(Name, legal status, address and other information)

ERO Architects
300 S. 8th Street
Mcallen, Texas 78501
Phone No.: 956.661.0400

for the following Project:
(Name, location and detailed description)

To Provide the County of Hidalgo with a comprehensive master plan of the courthouse and its ancillary functions including conceptual cost estimates, stakeholders facilitations and implementations strategies.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
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User Notes:
(2053601350)

Exhibit C – Insurance Certificates
Exhibit D – Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)
Ramon Garcia, County Judge
(Printed name and title)

ERO Architects

(Signature)
Eli R. Ochoa, PE, AIA
(Printed name and title)

Approved by Commissioners' Court
on 2-7-12 RO

APPROVED AS TO FORM:

Atlas & Hall, LLP

(Row deleted)
By:
(Signature)
Stephen L. Crain
(Printed name and title)

ATTEST:

(Signature)
Arturo Guajardo Jr., County Clerk
(Printed name and title)

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User Notes:

(2053601350)

AI-35202 **Purchasing Department 19. C. 1.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following for C-CAP-12-206-10-23 Rancho Escondido Subdivision between Hidalgo County and Asago, LLC dba Asago Construction as submitted through project engineer R. Gutierrez Engineering Corporation:

a. Final construction contract (CC previously approved to award on 10-23-12) in the amount of $363,487.00;

b. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-122-596-0-731 & 733

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-596-0-731

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

REQ#226374

Attachments

r esc Contract

262.031

ai req

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/16/2012 09:56 AM

Budget & Management	Merlen P. Munoz	11/16/2012 10:14 AM
Roland Garcia	Rolando Garcia	11/16/2012 04:54 PM
Auditor's Office	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Yvette Islas Started On: 11/08/2012 02:09 PM

Final Approval Date: 11/16/2012

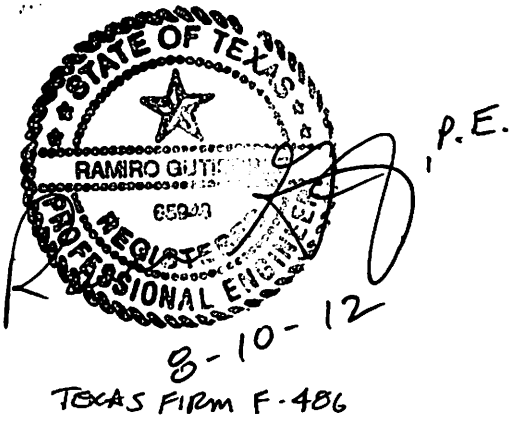
Bid No: CAP-12-206-08-29-YSI	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 2

"HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD & DRAINAGE CONSTRUCTION OF RANCHO ESCONDIDO SUBDIVISION"

BID OPENING DATE: AUGUST 29, 2012



Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

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RANCHO ESCONDIDO SUBDIVISION

1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
    a. Insurance

12) caGeneral Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) **Exhibit A** General Notes & Standard Specifications
    a. Technical Specifications
    b. Hidalgo County Specifications as per 340
    c. Government Specifications & Special Provisions

17) **Exhibit B**
    a. Debarment
    b. W-9
    c. Bidder/Vendor Application
    d. Conflict of Interest Memo
    e. Conflict of Interest Form
    f. Sales Tax and Local Sales Tax Certificate

18) **Exhibit D Border Wage Rates**
    a. Government code Ch 2258
    b. Prevailing Wage Rate
    c. Davis Bacon

19) **Exhibit E**

a. Checklist
b. Change Order
c. Payment of Application
d. Estimate Quantity Update
e. Schedule of Values
f. Contract Time Statement
g. Colonia Testing Requirement
h. List of Suppliers
i. Partial Release of Lien
j. Contractor's Affidavit of Payment of Debts and Claims
k. Prevailing Wage Rates Certificate Statement
l. Certificate of Construction Completion
m. Contractor's Affidavit of Release of Liens
n. Payment Schedule
o. Quantity Work Sheet
p. Retainage Release TXDOT Final Inspection letter

20) Construction Identification Sign

REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO 2 with sealed bids on:

CAP-12-206-08-29-YSI "ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIO SUBDIVISION" & CAP-12-207-08-29-YSI "ROAD & DRAINAGE CONSTRUCTION FOR VAL-BAR SUBDIVISION"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of **R. GUTIERREZ ENGINEERING CORP., 130 E. PARK AVE, Pharr, Texas 78577,** Phone No **(956) 782-2557** for the amount of **$100.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, August 22, 2012 at 2:30 PM at HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.**

UPON SUBMITTING SEALED BID(S), bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope(s) and/or package(s) and Bid No(s):
CAP-12-206-08-29-YSI "ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION" &/OR CAP-12-207-08-29-YSI "ROAD & DRAINAGE CONSTRUCTION FOR VAL-BAR SUBDIVISION"
on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, AUGUST 29, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (Tx.D.O.T.).

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 7TH **day of AUGUST, 2012.**

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE **BID NO: CAP-12-206-08-29-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION(S) CAP-12-206-08-29-YSI"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"CAP-12-206-08-29-YSI HIDALGO COUNTY - HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION"** and in County's Purchasing Department, Hidalgo County New Administration Building, 2802 S. Business Hwy. 281, (Southeast of Canton Rd & Business 281), Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, AUGUST 29, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR CAP-12-206-08-29-YSI -- HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

17. DELIVERY INSTRUCTIONS:

    . No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

18. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION CAP-12-206-08-29-YSI"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Marcie Jackson, Administrative Assistant
Hidalgo County Precinct # 2
302 E. State
Pharr, Texas 78577
Telephone No: 956-787-1891

19. Schedule of Events

Pre-Bid Meeting, 2:30 PM	**AUGUST 22, 2012**
Bid Opening, 9:30 AM	**AUGUST 29, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

20. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

21. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

22. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or

contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

23. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

24. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

29. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

32. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BIDDERS ACKNOWLEDGEMENT
Bid for
"HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION(S)"
HIDALGO COUNTY
BID NO: CAP-12-206-08-29-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Asago, LLC dba Asago Construction
Address: 2113 Pecos St., Mission, TX 78572
By: [signature]
Printed Name: Raul Iglesias
Title: Partner, Member

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, AUGUST 29, 2012 at 9:30 a.m.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as **"BID- CAP-12-206-08-29-YSI -- HIDALGO COUNTY PRECINCT 2 ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION".**

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed from and accompanied by Cerfication by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. **Telegraphic Modification**

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. **Method of Bidding**

The Owner invites the following bid(s): Border Colonia Access Program Project - Round 2 **"BID- CAP-12-206-08-29-YSI -- HIDALGO COUNTY PRECINCT 2 - ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION"**

6. **Qualifications of Bidder**

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. **Bid Security**

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. **Liquidated Damages for Failure to enter into Contract**

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **90 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to R. Gutierrez Engineering Corporation, 130 E. Park, Pharr, Texas 78577 attn: Ramiro Gutierrez, P.E. and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who signs bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD AND DRAINAGE CONSTRUCTION OF RANCHO ESCONDIDO SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
110	6,468.00	CY	Excavation (Roadway) Four Dollars and Zero Cents Per Cubic Yard	$ 4.00	$ 25,872.00
110	300.00	CY	Excavation (Channel) Eight Dollars and Zero Cents Per Cubic Yard	$ 8.00	$ 2,400.00
132	65.00	CY	Embankment (Rdwy) (Dens. Cont.) (Ty C) Ten Dollars and Zero Cents Per Cubic Yard	$ 10.00	$ 650.00
164	4,090.00	SY	Cell Fiber Seeding (Temp)(Warm) Dollars and Thirty-five Cents Per Square Yard	$ 0.35	$ 1,431.50
164	4,090.00	SY	Cell Fiber Seeding (Temp)(Cool) Dollars and Thirty-five Cents Per Square Yard	$ 0.35	$ 1,431.50
164	8,180.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay) Dollars and Fifty Cents Per Square Yard	$ 0.50	$ 4,090.00
247	2,156.00	CY	Flexible Base (Compl In Place) (Ty E) (Gr 4) (10") Twenty-five Dollars and Zero Cents Per Cubic Yard	$ 25.00	$ 53,900.00
260	10,803.00	SY	Lime Treatment for Base Courses (8") One Dollars and Zero Cents Per Square Yard	$ 1.00	$ 10,803.00

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD AND DRAINAGE CONSTRUCTION OF RANCHO ESCONDIDO SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
260	11,266.00	SY	Lime Treated Subgrade (6") One Dollars and Zero Cents Per Square Yard	$ 1.00	$ 11,266.00
260	157.00	TON	Lime (TY A or B) Two Hundred Dollars and Zero Cents Per Ton	$ 200.00	$ 31,400.00
310	1,912.00	GAL	Prime Coat (MC-30) Seven Dollars and Zero Cents Per Gallon	$ 7.00	$ 13,384.00
340	9,558.00	SY	Asph. Conc. Pav. TY "D" (1 1/2") Six Dollars and Zero Cents Per Square Yard	$ 6.00	$ 57,348.00
432	7.00	CY	Concrete Riprap (CL C) Two Hundred Fifty Dollars and Zero Cents Per Cubic Yard	$ 250.00	$ 1,750.00
464	443.00	LF	RCP (CL III) (18") Thirty Dollars and Zero Cents Per Linear Foot	$ 30.00	$ 13,290.00
465	2.00	EA	Inlet (Ty A) Two Thousand Five Hundred Dollars and Zero Cents Per Each	$ 2,500.00	$ 5,000.00
465	2.00	EA	Inlet (Ty C) Two Thousand Five Hundred Dollars and Zero Cents Per Each	$ 2,500.00	$ 5,000.00

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD AND DRAINAGE CONSTRUCTION OF RANCHO ESCONDIDO SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
465	3.00	EA	Manhole (Ty A) Three Thousand Dollars and Zero Cents Per Each	$ 3,000.00	$ 9,000.00
467	4.00	EA	Safety End Treatments (18") (6:1) Eight Hundred Dollars and Zero Cents Per Each	$ 800.00	$ 3,200.00
481	36.00	LF	PVC Pipe (8") Twenty-five Dollars and Zero Cents Per Linear Foot	$ 25.00	$ 900.00
502	3.00	MO	Barricades, Signs & Traffic Handling Five Hundred Thirty Dollars and Zero Cents Per Month	$ 530.00	$ 1,590.00
506	84.00	SY	Construction Exits (Ty II)(Install) Three Dollars and Zero Cents Per Square Yard	$ 3.00	$ 252.00
506	84.00	SY	Construction Exits (Ty II)(Remove) One Dollars and Zero Cents Per Square Yard	$ 1.00	$ 84.00
506	180.00	LF	Temp Sediment Control Fence One Dollars and Zero Cents Per Linear Foot	$ 1.00	$ 180.00
529	5,905.00	LF	Concrete Curb & Gutter (Ty A)(Barrier) Seven Dollars and Zero Cents Per Linear Foot	$ 7.00	$ 41,335.00

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD AND DRAINAGE CONSTRUCTION OF RANCHO ESCONDIDO SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
529	180.00	LF	Concrete Valley Gutter (4-Ft) Fifteen Dollars and Zero Cents Per Linear Foot	$ 15.00	$ 2,700.00
530	1,221.00	SY	Driveways (Ty PRB-1) Twinty. Dollars and Zero Cents Per Square Yard	$ 20.00	$ 24,420.00
530	1,157.00	SY	Driveways (CONCRETE) Thirty Dollars and Zero Cents Per Square Yard	$ 30.00	$ 34,710.00
560	41.00	EA	Mailboxes (Single) One Hundred Dollars and Zero Cents Per Each	$ 100.00	$ 4,100.00
644	5.00	EA	Small Road Sign Assemblies (Ty A) Four Hundred Dollars and Zero Cents Per Each	$ 400.00	$ 2,000.00
			Three Hundred Sixty-Three Thousand Four Hundred Eighty-Seven Dollars and Zero Cents Total Base Bid Amount	$	$ 363,487.00

OPENED
9:43
9-29-12
Witnessed

$ 363,487.00

HIDALGO COUNTY PRECINCT #2 BORDER COLONIA ACCESS PROGRAM PROJECT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____ _____ as Principal, and _____ _____ as Surety, are hereby held and firmly bound unto _____ _____ as OWNER in the penal sum of _____ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ _____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the

_____

_____

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

SUR6023342

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Asago, LLC dba Asago Construction
2113 Pecos
Mission TX 78572

as Principal, hereinafter called the Principal, and State Automobile Mutual Insurance Company
518 East Broad Street Columbus OH 43215

a corporation duly organized under the laws of the State of OH
as Surety, hereinafter called the Surety, are held and firmly bound unto

Hidalgo County

as Obligee, hereinafter called the Obligee, in the sum of 5.00 % of the bid, not to exceed Twenty-two thousand Dollars ($ 22,000.00),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Pharr Road-Drainage for Rancho Escondido Subdivision

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29 day of August, 2012.

(Witness)

Asago, LLC dba Asago Construction
(Principal) (Seal)
Principal Signature and Title

(Witness)

State Automobile Mutual Insurance Company
(Surety) (Seal)
Andres Alvarez Attorney-In-Fact

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
COLUMBUS, OHIO

CERTIFIED COPY

THIS POWER OF ATTORNEY IS SPECIFIC TO:

Bond No. SUR6023342

Bond Amount. 22,000.00

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint Andres Alvarez

of San Juan and State of TX

its true and lawful Attorney(s)-in- Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond described above, subject to the limitation that the penalty of the bond shall not exceed Twenty-two thousand ($ 22,000.00)

and to bind the Company thereby as fully and to the same extent as if the bond was signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require, and any such bond, undertaking recognizance consent of surety or written obligation in the nature thereof "l be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 1st day of April, 2010

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: _____
Paul E. Nordman, Vice President/Director of Business Insurance

By: _____
Larry D. Williams, Vice President/Director of Middle Market Operations

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

Form 18-C Cert.

STATE OF OHIO
COUNTY OF FRANKLIN, } ss:

On this 1st day of April, A.D., 2010, before me personally came

Paul E. Nordman and Larry D. Williams, to me known, who being

duly sworn, did depose and say that they are Assistant Vice Presidents

respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.

Notary Public

NOTARIAL SEAL STATE OF OHIO

HAL D. THOMPSON
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec.147.03 R.C.

CERTIFICATE

1, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 29 day of August 2012

Assistant Secretary
John A. Couger

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-12-206-10-23

This Agreement, entered into this **23rd** day of **October, 2012** by and between Hidalgo County (hereinafter called the "OWNER," and, **Asago, LLC dba Asago Construction,** (a Texas Limited Liability Company), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

HIDALGO COUNTY PRECINCT #2 – ROAD & DRAINAGE CONSTRUCTION FOR RANCHO ESCONDIDO SUBDIVISION

Hereinafter called the project, for the sum of **Three Hundred Sixty-Three Thousand Four Hundred Eighty-Seven Dollars and Zero Cents ($363,487.00)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, October 23rd, 2012.

CONTRACTOR: _____
Print Name & Title: Raul Iglesias, Member
Name of Firm: Asago, LLC dba Asago Construction
Address: 2113 Pecos Street Mission, TX
Fed I.D. #/SS #: 74-2821087

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 24th day of October, 2012, by Member (Title) Of and on behalf of Asago, LLC dba Asago Construction (A Limited Liability Company)

JOE L. BORJAS
Notary Public
STATE OF TEXAS
My Comm. Exp. May. 24, 2016

_____
Notary Public-Signature

APPROVED AS TO FORM:
Hidalgo County Department of County Affairs
100 N. Closner, Room 303
Edinburg, Texas 78539

BY: _____
Assistant District Attorney

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Hidalgo

Raul Iglesias, being first duly sworn, deposes and says that:

(1) He is Member, of Asago, LLC dba Asago Construction, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Member

(Title)

Subscribed and sworn to before me on this 24th

Day of October, 2012

_____

_____

Title

SUR6023342

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Asago, LLC dba Asago Construction

2113 Pecos
Mission TX 78572

SURETY (Name and Principal Place of Business):
State Automobile Mutual Insurance Company
518 East Broad Street
Columbus OH 43215

OWNER (Name and Address):
Hidalgo County
100 N. Closner
Edinburg TX 78539

CONSTRUCTION CONTRACT
Date: 10/23/2012
Amount: 363,487.00
Description (Name and Location): Pharr Road-Drainage for Rancho Escondido Subdivision

BOND
Date (Not earlier than Construction Contract Date): 10/24/2012
Amount: 363,487.00
Modifications to this Bond: ☐ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Asago, LLC dba Asago Construction
Signature:
Name and Title:
(Any additional signatures appear on page 3)

SURETY
Company: (Corporate Seal)
State Automobile Mutual Insurance Company
Signature: Andres Alvarez
Name and Title: Andres Alvarez
Attorney-In-Fact

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement betwen the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

SUR6023342

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Asago, LLC dba Asago Construction

2113 Pecos
Mission TX 78572

SURETY (Name and Principal Place of Business):
State Automobile Mutual Insurance Company
518 East Broad Street
Columbus OH 43215

OWNER (Name and Address):
Hidalgo County
100 N. Closner
Edinburg TX 78539

CONSTRUCTION CONTRACT
Date: 10/23/2012
Amount: 363,487.00
Description (Name and Location): Pharr Road-Drainage for Rancho Escondido Subdivision

BOND
Date (Not earlier than Construction Contract Date): 10/24/2012
Amount: 363,487
Modifications to this Bond: ☐ None ☐ See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Asago, LLC dba Asago Construction
Signature:
Name and Title:
(Any additional signatures appear on page 6)

SURETY
Company: (Corporate Seal)
State Automobile Mutual Insurance Company
Signature:
Name and Title: Andres Alvarez
Attorney-In-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. **Modified (Modifications are bolded)** The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, **and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim.**

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor **and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim.**

5 **Modified (Modifications are bolded and lined)** If a notice required by Paragraph 4 is given by the Owner to the Contractor ~~or~~ **and** to the Surety, that is sufficient compliance.

6 **Modified (Modifications are bolded and lined)** When the Claimant has satisfied the conditions of Paragraph 4 ~~, the Surety shall promptly and at the Surety's expense take the following actions~~ **and has submitted any additional supporting documentation, and any sworn statement of claim, requested by the Surety, the Surety shall at the Surety's expense take the following actions:**

~~6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.~~ **After receiving all of the information requested from the Claimant, the Surety shall, within a reasonable period of time based on the complexity of the case, which shall not be less than 90 days, send an answer to the Claimant, with a copy to the Owner, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.**

6.2 Pay or arrange for payment of any undisputed amounts, **including, but not limited to, the execution of an appropriate release and/or assignment.**

6.3 The Surety's failure to fully and/or timely discharge its obligations under this Section 6 or to dispute or identify any specific defense to all or part of a claim, shall not be deemed as an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the properly documented amount due and owing and shall not include interest or consequential damages.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deeme incorporated herein. The intent is that this Bond shall b construed as a statutory bond and not as a common la bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Sections 4.1, 4.2.3, 5, 6, 6.1 and 6.2 were modified as shown in bold letters and deleted words.
Section 6.3 was added and is designated in bold letters.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
COLUMBUS, OHIO

CERTIFIED COPY

THIS POWER OF ATTORNEY IS SPECIFIC TO:

Bond No. SUR6023342

Bond Amount. 363,487.00

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint Andres Alvarez

of San Juan and State of TX

its true and lawful Attorney(s)-in- Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond described above, subject to the limitation that the penalty of the bond shall not exceed Three hundred sixty-three thousand four hundred eighty-seven ($ 363,487.00)

and to bind the Company thereby as fully and to the same extent as if the bond was signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the sea[of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations In the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation In the nature thereof shall be valid and binding upon the Company when duly executed and sealed, If a seal Is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations In the nature thereof; which the business of the Company may require, and any such bond, undertaking recognizance consent of surety or written obligation In the nature thereof "I be valid and binding upon the Company when duly executed and sealed, If a seal Is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation In the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 1st day of April, 2010

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: _____
Paul E. Nordman, Vice President/Director of Business Insurance

By: _____
Larry D. Williams, Vice President/Director of Middle Market Operations

Seal

Form 18-C Cert.

STATE OF OHIO
COUNTY OF FRANKLIN, } ss:

On this 1st day of April, A.D., 2010, before me personally came

Paul E. Nordman and Larry D. Williams, to me known, who being

duly sworn, did depose and say that they are Assistant Vice Presidents

respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.

Notary Public

NOTARIAL SEAL STATE OF OHIO

HAL D. THOMPSON
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec.147.03 R.C.

CERTIFICATE

1, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 24 day of October 2012

Assistant Secretary
John A. Couger

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, Raul Iglesias authorized representative for Asago Construction, Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

☑ have already been met, see attached copy of insurance certificate.

Authorized Representative

8/29/12
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Raul Iglesias, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bonds: Bid, Payment, and Performance.

3. Certificates: of Insurance.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

8/29/12.
Date

Asago Construction.
Company

2113 Perez St.
Address

Mission, TX 78572.
City, State, Zip

☐ ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

SAMPLE

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	*GENERAL LIABILITY* ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	*AUTOMOBILE LIABILITY* ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN EA ACC	$
					AUTO ONLY AGG	$
C	*EXCESS LIABILITY* ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	*WORKERS COMPENSATION AND EMPLOYER'S LIABILITY*				WC STATU-TORY LIMITS OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	San Juan Insurance Agency, Inc. DBA Valley Ins Providers OR Truckers Ins PO Drawer 3783 McAllen TX 78502
CONTACT NAME:	Norma Perez
PHONE (A/C, No, Ext):	(956) 781-6663
FAX (A/C, No):	(956) 702-7556
E-MAIL ADDRESS:	nperez@vip-ins.net
INSURED	ASAGO, LLC. ASAGO CONSTRUCTION 2113 Pecos Mission TX 78572-

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: America First Insurance	
INSURER B: Rockhill Insurance Company	
INSURER C: Specialty Insurance Company	
INSURER D: Texas Mutual Insurance Co	
INSURER E: First Mercury Insurance	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC			TX-CGL-0000010928-01	05/10/2012	05/10/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ EXCLUDED $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA4981240	11/22/2011	11/22/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED / RETENTION $			RXSLRU000560-01	12/17/2011	12/17/2012	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001134832-1	08/13/2012	08/13/2013	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Contractors Equipment			IMD24402-0	12/17/2011	12/17/2012	TIV- $307,219 DED- $2,500 THEFT DED- $5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS HEREBY SHOWN AS ADDITIIONAL INSURED ON GENERAL LIABILITY POLICY. 30 DAY NOTICE OF CANCELLATION.

AI 008088

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S. HIGHWAY BUS.281
EDINBURG TX 78539-

Fax: ( ) -

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE J Young

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	San Juan Insurance Agency, Inc. DBA Valley Ins Providers OR Truckers Ins PO Drawer 3783 McAllen TX 78502
CONTACT NAME:	Norma Perez
PHONE (A/C, No, Ext):	(956) 781-6663
FAX (A/C, No):	(956) 702-7556
E-MAIL ADDRESS:	nperez@vip-ins.net
INSURED	ASAGO, LLC. ASAGO CONSTRUCTION 2113 Pecos Mission TX 78572-

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: America First Insurance	
INSURER B: Rockhill Insurance Company	
INSURER C: Specialty Insurance Company	
INSURER D: Texas Mutual Insurance Co	
INSURER E: First Mercury Insurance	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	GENERAL LIABILITY	X		TX-CGL-0000010928-01	05/10/2012	05/10/2013	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			BA4981240	11/22/2012	11/22/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	X SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS NON-OWNED AUTOS							$
B	UMBRELLA LIAB X OCCUR			RXSLRU000560-01	12/17/2012	12/17/2013	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001134832-1	08/13/2012	08/13/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Contractors Equipment			IMD24402-0	12/17/2011	12/17/2012	TIV- $307,219 DED- $2,500 THEFT DED- $5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2812 S. BUS. HWY 281
EDINBURG TX 78539-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AI 006050

Fax: (956)292-7612

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SUMMARY OF INSURANCE: VEHICLE INFORMATION

DATE 10/24/2012

PRODUCER

San Juan Insurance Agency, Inc.
DBA Valley Ins Providers OR Truckers Ins
PO Drawer 3783
McAllen TX 78502
(956) 781-6663

APPLICANT NAME AND MAILING ADDRESS

ASAGO, LLC.
ASAGO CONSTRUCTION
2113 Pecos
Mission TX 78572-
(956)607-0741

CLIENT ID 7040

POLICY TX-CGL-0000010928-01 05/10/2012 to 05/10/2013

YEAR	MAKE AND MODEL		VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE
2008	NISSAN	TITAN	1N6BA07D88N327160		
2005	FORD	F750	3FRXF75A85V215442		
2006	FORD	F250	1FTNF20506EC55965		
2004	MACK	CX600	1M1AE06Y94N018752		
1985	LUFKIN	TRAILER	1L01C3526F1069352		
2000	INTERNATIONAL		DW544JZ598268		
1996	FORD		1FDYU90SXTVA03388		
2011	CHEVROLET		1GCNCPEA9BZ279454		
2011	CHEVROLET		1GCRCPEX0BZ342916		
2011	CHEVROLET	SILVERADO EXT CAB	1GCRCPEX6BZ291678		
1999	LAND ROVER		SALPV1245XA411509		
1993	FORD	L9000	1FDZY90L2PVA31922		
1982	MACK	TRUCK	1M2K127C3CM005039		

THIS DOCUMENT OUTLINES THE GENERAL COVERAGES PRESENTED AND IN NO WAY CHANGES OR AFFECTS THE INSURANCE UNDER ANY POLICY ACTUALLY ISSUED. ALL PROTECTION IS SUBJECT TO ACTUAL POLICY CONDITIONS AND EXCLUSIONS.

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm R. Gutierrez Engineering Corporation.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall be advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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Prepared by

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National Society of Professional Engineers
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American Consulting Engineers Council
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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*–Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*–The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*–The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*–Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*–The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*–The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*–The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*–Performance and payment bonds and other instruments of security.

9. *Change Order*–A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*–A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*–The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*–The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*–The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*–The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*–The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*–See paragraph 11.01.A for definition.

17. *Drawings*–That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*–The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*–The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*–An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*–A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*–Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*–The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*–The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*–Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*–Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*–A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*–The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*–A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*–The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*–Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*–Polychlorinated biphenyls.

33. *Petroleum*–Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*–The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*–The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*–Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*–The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*–Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*–All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*–Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*–That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*–An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*–The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*–That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*–A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*–All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*–Work to be paid for on the basis of unit prices.

48. *Work*–The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*–A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*–A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date,when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. ~~Ten~~ Thirty rel days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

SUPPLEMENTAL GENERAL CONDITIONS (Cont'd)

SC-13.08 Add the following language at the end of Paragraph 13.08

It is the intent of this contract to overlay the existing pavement surface of the roads designated in the plans within the limits shown with one and one-half inches (1½") of compacted hot-mix asphaltic concrete pavement. The unit bid price to be paid on Bid Item 340 will be adjusted if the average thickness of all cores required to be taken for obtaining in-place densities is less than one and three eighths inches (1 3/8"). The adjusted unit bid price for the item will be the unit price bid multiplied by the percent obtained by dividing the average thickness of the cores by the intended thickness. (for example: 1¼" divided by 1½" equals 83.33%)

If average core thickness is below one and one-fourth inches (1¼"), then the contractor will be required to overlay the pavement with another one and one-half inch (1½") mat of hot-mix asphaltic concrete pavement. No adjustments will be made for any average core thickness greater than one and one-half inches (1½"). At the contractor's expense, additional cores can be taken, at random locations, to obtain the average core thickness. All locations of cores will be as approved by the Engineer.

Technical Specifications

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

ITEM 110 EXCAVATION
ITEM 132 EMBANKMENT
ITEM 164 SEEDING FOR EROSION CONTROL
ITEM 166 FERTILIZER
ITEM 168 VEGETATIVE WATERING
ITEM 247 FLEXIBLE BASE
ITEM 260 LIME TREATMENT (ROAD MIXED)
ITEM 310 PRIME COAT
ITEM 432 RIPRAP
ITEM 464 REINFORCED CONCRETE PIPE
ITEM 465 MANHOLES AND INLETS
ITEM 467 SAFETY END TREATMENT
ITEM 481 PVC PIPE FOR DRAINS
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
ITEM 529 CONCRETE CURB, GUTTER AND COMBINED CURB AND GUTTER
ITEM 530 INTERSECTIONS, DRIVEWAYS AND TURNOUTS
ITEM 560 MAILBOX ASSEMBLIES
ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES

SPECIAL PROVISIONS:Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

SPECIAL PROVISION TO ITEM 247

SPECIFICATION AS PER HIDALGO COUNTY for Colonia Program: (Enclosed herewith)

ITEM 340 Hot Mix Asphaltic Concrete Pavement

General: The above listed specification items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004).

GENERAL NOTES AND STANDARD SPECIFICATIONS

CONSTRUCTION GENERAL NOTES

This project will have Calendar Day (CD) Definition for working day.

Upon the request of the Engineer, the Contractor shall furnish to the Engineer a typed narrative report, signed and dated by the Contractor, outlining the manner of prosecution of work that he intends to follow in subsequent thirty-day period.

The Contractor shall contact the local power companies prior to commencing construction. The Contractor shall coordinate with the power companies for the raising/relocation of power lines where deemed necessary by the Engineer or the Contractor to effect the proposed construction (subsidiary to the various bid Items).

The Contractor's attention is directed to the possible presence of underground utilities on the Right of Way on this project. It is the responsibility of the Contractor to call for locates 48 hours in the advance of excavation or drilling. It shall be the Contractors responsibility to maintain a minimum clearance of two feet (24-inches) plus the width of the line between marked and unexposed facilities and the cutting edge or point of any power-operated excavating or earth-moving equipment. If excavation is required within the 24-inch distance (measured horizontally), the excavation should be performed very carefully with hand tools and without damage to the existing utilities.

Subcontractors also must file their own locate requests. Even if previous marks are on the ground, the subcontractor is still responsible for filing a locate request.

The Contractor will be responsible for damages to the utilities if the damage is caused by negligence or failure to have locates performed. All costs involved in locating existing utilities shall be considered subsidiary to various bid Items.

The Contractor shall coordinate the clearing and grubbing, excavation and removal and replacement of culverts/structures along the outfall channels with any utility companies whose facilities are encountered.

Control points are to be supplied by the Engineer prior to commencing work. The Contractor shall be responsible for maintaining an accurate vertical and horizontal control throughout the contract.

All material testing to be performed by Owner's independent testing laboratory. All testing to be performed when according to the Contractor, the Item is ready for testing. All tests not meeting the required specifications will be paid for by the Contractor. This cost will be deducted from his final estimate.

ITEM 5. CONTROL OF THE WORK

To ensure accurate measurement for final pay quantities and to facilitate the Engineer's check on the Contractor's survey work, the Contractor shall be required to set construction stakes based on plan stations and at 100 ft. Maximum intervals or as directed by the Engineer.

ITEM 6. CONTROL OF MATERIALS

The Contractor will be required to furnish the Engineer the maximum gross weights, including loads, for all vehicles, including trucks, truck-tractors, trailers, semi-trailers or any combination of such vehicles used to deliver materials to the project. Maximum gross weights are to be determined in accordance with Item 6, Article 6.7 of the Standard Specifications.

ITEM 100. PREPARING RIGHT OF WAY

Unless otherwise authorized by the Engineer, all obstructions, objectionable material and concrete shall be disposed of by hauling it to disposal sites arranged for by the Contractor and satisfactory to the Engineer.

The area outside the clear zone or back slope intercept line, whichever is greater, shall remain in its natural condition, unless otherwise directed by the Engineer.

In accordance with Migratory Bird Treaty Act, during the months of March 1st thru September 1st, the Contractor shall conduct a survey to determine if nests are present within the ROW. If migratory bird nests are found, the Contractor shall not disturb the nesting area until the young have fledged. Pruning, mowing, or any activities that can disturb the nests shall not be conducted until after September 1st or birds have fledged.

Work performed for Preparation of Right-of-Way will not be paid for directly, but shall be considered subsidiary to the various bid items.

ITEM 132. EMBANKMENT

The percent of density, as determined by test method Tex-113-e, shall be a minimum of 95 percent. Density tolerances will be permitted.

The securing of embankment material by the excavation of ditches for beneficial drainage purposes, the removal of spoil banks, and the removal of hills for land leveling within 200 feet of any public road will be permitted, provided that selection criteria is met.

Embankment (DENS CONT) shall be Type C with a max. PI of 40.

Borrow used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the Engineer.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

The Contractor's attention is called to the fact that the preliminary test will require approximately 15 days and it is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 164. SEEDING FOR EROSION CONTROL

Cellulose fiber mulch seeding shall be applied in areas designated on the plans or as directed by the Engineer. Prior to seeding, the areas designated shall be finished to a smooth surface for a uniform application of seed.

Seeding shall be accomplished by the Hydromulch method in two applications as shown below:

1st application –
Grass seed and fertilizer
2nd application –
Cellulose Fiber Mulch shall be applied according to the Rate shown in the Standard Specification Book.

Reseeding

Areas requiring reseeding due to the non-establishment of sufficient vegetative cover, shall be reseeded in accordance with Items 164 and 168. The cost for reseeding shall be considered subsidiary to Item 164.

Areas to receive fertilizer are the same as shown for Item 164.

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent Phosphorous and 5 percent Potassium. Fertilizer shall be homogenized. Cost for "Fertilizer" will not be paid for directly but shall be considered subsidiary to Item 164.

Water shall be applied uniformly over areas after seeding or sodding as directed by the Engineer in accordance with applicable provisions of Item 168, "Vegetative Watering". Cost for "Vegetative Watering" will not be paid for directly but shall be considered subsidiary to Item 164.

In addition, the Contractor shall be responsible for a 70% grass coverage in order to comply with stabilization requirements. Vegetative coverage shall be uniform. During this period, water equipment shall be metered and operated under pumping pressure capable of delivering the required quantities of water necessary. Each cycle shall be executed twice weekly, or as directed by the Engineer. Water shall be applied in such a manner as to ensure adequate moisture and be maintained on the grass seeding and not erode the soil in place. During periods of adequate moisture as determined by the Engineer, mechanical watering may not be required. In addition to metering the water equipment, the Contractor shall upon request of the Engineer, provide a logbook showing daily water usage and receipts of water applied.

Upon establishment of 70% vegetative coverage as determined by the Engineer, the Engineer shall have the option to require the Contractor to continue watering as specified for a period not to exceed 30 days.

The basis of the estimate below establishes the approximate quantity of water required to complete one (1) full watering cycle:

*Grass Areas	Gallons/SY	SY	Total Gallons (Minimum)
Back of Curb to R.O.W.	1.4	8,180	11,452

ITEM 216. ROLLING (Proof)

The subgrade will be proof-rolled prior to placement of base course. Work for proof-rolling shall be done in accordance to Item 216 "Rollling (Proof)", except for measurement and payment. This work will not be paid for directly but shall be considered subsidiary to the various bid items.

ITEM 247. FLEXIBLE BASE

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base TY E GR 4 (caliche base) does not meet the requirements of TY A GR 1 base material.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "D" materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 psi lateral pressure

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

Max PI	12
Min. Comp. Strength PSI:	180 at 15 psi Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

All surplus base not used on the project will remain the property of Hidalgo County and will be delivered to the Precinct 2 yard in Pharr, Texas.

ITEM 260. LIME TREATMENT (ROAD MIXED)

Soft Spots in the Subgrade may be required to receive lime stabilization if directed by the Engineer. Adding, mixing, etc., of the lime for soft spots will not be paid for directly, but shall be considered subsidiary to the the various bid items. Lime used for soft spots will be measured and paid for under bid Item "Lime".

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

ITEM 300. ASPHALT'S, OILS AND EMULSIONS

Temporary ramps/detours and driveways may be performance grade 64-22.

ITEM 301. ASPHALT ANTISTRIPPING AGENTS

Lime TY A or B shall be added as an Antistripping additive between the rates of 1 % minimum 2.0% maximum by weight. If the Hamburg cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime.

ITEM 310. PRIME COAT (CUTBACK ASPHALTIC MATERIAL)

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing base areas within the project limits shall be primed, including turnouts and radii, at the rate of 0.3 gal/sy.

ITEM 340. HOT MIX ASPHALTIC CONCRETE PAVEMENT

The contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the travelling public with asphaltic material.

Lime shall be used as an anti-stripping agent for this project. The Contractor will note the requirements of this Item on thorough mixing. The Contractor shall ensure thorough mixing of the lime and aggregates by mechanical means as approved by the Engineer.

ITEM 432. RIPRAP

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert, pipe and pipe safety end treatments.

All concrete riprap, except concrete that used on safety end treatments, shall be 4" thick unless otherwise shown on the plans.

ITEM 464. REINFORCED CONCRETE PIPE

The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer. Do not use mortar joints.

ITEM 467. SAFETY END TREATMENT

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

ITEM 502. BARRICADES, SIGNS AND TRAFFIC HANDLING

The Traffic Control Plan for this project shall be as shown in the plans, as detailed on the "Barricade and Construction Standard" Sheets and as provided for in the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

Replace/relocate all regulatory signs removed due to construction operations with a same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replaceable sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Plastic drums shall be used in accordance with the plans and manufacturer's recommendations as approved by the Engineer.

ITEM 529. CONCRETE CURB, GUTTER AND COMBINED CURB AND GUTTER

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

ITEM 530. DRIVEWAYS AND TURNOUTS

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

ITEM 560. MAILBOX ASSEMBLIES

The existing mailbox assembly shall be relocated and adjusted by the Contractor as required to allow for the proposed construction operations. The Contractor shall coordinate the mailbox relocation and adjustment with the local Post Office and mail delivery person. All work to adjust the mailboxes will not be paid for directly, but shall be considered subsidiary to this Item.

ITEM 644. SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices".

All signs shall be erected according to the locations shown on the signing layout sheets except that the Engineer may shift a sign in order to secure a more desirable location. The Contractor will stake all sign locations as shown in the plans and approved by the Engineer. It is the intent of the plans to erect all roadside traffic signs with the sign edge a minimum of 6 feet from the edge of the shoulder, or if none, 12 feet from the edge of the travel lane. In curb and gutter sections the sign edge shall be a minimum of 2 feet from the face of the curb.

For this project, the Contractor will be required to provide aluminum type of sign blanks as provided for under Item 636 for all proposed signing installed under Item 644. Aluminum sign blanks less than 7.5 square feet shall be 0.08 inch thick, sign blanks 7.5 to 15 square feet shall be 0.100 inch thick and sign blanks greater than 15 square feet shall be 0.125 inch thick.

All excess excavation shall be spread uniformly inside the right of way as directed by the Engineer and shall be included in the price of these Items.

Sign types which design details are not shown on the plans shall conform with the latest edition of the Department's "Standard Highway Sign Design for Texas" Manual.

The Contractor shall remove the complete sign installation and separate the sign post at the concrete foundation. The Contractor shall dispose of the concrete foundation in accordance with this Bid Item. Except for concrete foundations, all removed sign panels, sign posts, and hardware shall remain the property of the County. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be recycled by Hidalgo County. The Contractor will be required to haul the removed sign material to the Precinct 2 yard in Pharr, Texas. No signs shall be removed without prior approval of the Engineer.

All excess excavation shall be spread uniformly inside the Right of Way as directed by the Engineer and shall be included in the price of this item.

Certification
Regarding Debarment, Suspension and Ineligibility

s is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the pplicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: Rhui Iglesias
Title: Member
Telephone Number: 956-607-0741
Date: 10/24/2012

.f the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Asago, LLC

Business name/disregarded entity name, if different from above Asago Construction

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.) 2113 Pecos St.

Requester's name and address (optional)

City, state, and ZIP code Mission, TX 78572

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

7	4	-	2	8	2	1	0	8	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ R. Asago V. Date ▶ 10/24/2012

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Asago, LLC Telephone No. (956) 607-0741

dba Name: Asago Construction

Legal Name:

Mailing Address : 2113 Pecos St. Fax No. (956) 585-7040

Physical Address: same

City, State, Zip Mission, TX, 78572 Tax I.D. No. 74-2821087

Remit to Address : same City, State, Zip

E-Mail Address: raul@asagoconstruction.com

Representative(s) Name(s) & Title(s) Raul Iglesias, Member

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
✓ LLC ____ Sole Proprietor ____ Other, Specify
State Identification No.____ (Please attached completed W-9 form with this application)Federal Identification No. or (if individual) SS No. 74-2821087

State of Incorporation: ____ Date:____ Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ✓ Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Raul Iglesias, Member

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No
Indicate Certification No.(s):____ or are Certificate(s) attached?: ☐ Yes ☒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office: ____ Entry Date: ____ Vendor No.: ____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☑No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

	OFFICE USE ONLY
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.	Date Received 2271522

1 **Name of person who has a business relationship with local governmental entity.**

Raul Iglesias

2 ☑ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

None
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

1/11/2012
Date

Adopted 06/29/2007

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

70 2012 02271522

Instrument Number: 2012-2271522

As

Recording

Recorded On: January 11, 2012

Billable Pages: 1

Number of Pages: 2

Parties:

To

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

Recording	16.00
Total Recording:	**16.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-2271522

Receipt Number: 1247504

Recorded Date/Time: January 11, 2012 01:25P

User / Station: E Castillo - Cash Station 17

Record and Return To:

ASAJO CONSTRUCTION
2113 PECOS STREET
MISSION TX 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 23rd day of October, 2012.

Asago, LLC dba Asago Construction
Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates

General Decision Number: TX120008 01/06/2012 TX8

Superseded General Decision Number: TX20100009

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	
Motor Grader Operator, Rough	$ 14.62	

Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in

computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

Checklist (Required forms for road construction)

Contractor: _____
Contract Amount: _____
Project/Precinct: _____
Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			
				Exhibit E-A

Schedule of Values

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit E-E

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Colonia Testing Requirements Form

Test Report Table

					Contractor Name				
					CSJ#	CSJ#	CSJ#	CSJ#	CSJ#
Material	Test	Description	Required	Remarks					
Subgrade	Tex-101-E Part III	Pulverization							
	Tex-113	Moist. Density Curve							
	Tex-115-E	In-place Density							
		Thickness							
		Proof Roll							
Flex Base	Tex-101-E	Preparing Soils and Flex Bases							
	Tex-104-E	Determining Liquid Limit of Soils							
	Tex-105-E	Determining Plastic Limit of Soils							
	Tex-106-E	Calculating the Plasticity Index							
	Tex-107-E	Linear Shrinkage							
	Tex-110-E	Particle Size Analysis							
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)							
	Tex-116-E	Wet Ball Mill Method Tex							
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)							
	Tex-115-E	In-place Density							
		Thickness							
En-1	IAW ASTM 4609								
	Tex-103-E								
	Tex-114-E								
	TexDOT 121 E								
	ASTM D 4546								
	ASTM D 1587								
	Tex115-E								
Hot Mix	Tex-207-F	Determining Density of Compacted Bituminous Mixtures							
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures							
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction							
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method							
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure							
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method							
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures							
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures							
	Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures							
In-Place Density	Texas SDHPT Bullentin C-14								
	ASTM D-2950.76								
	AASHTO T-166								
Lime	Tex-600-J	Lime Testing Procedure		Waive testing if less than 50 Tons from a Pre-Approved Source					
Rcp		Three Edge Bearing Test		1 pipe for each 100 pipe					

Exhibit E-G

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe	7301 W. Exp. 83 Mission, TX 78572	(956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form K

Exhibit E-K

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   _____
2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.
5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____
6. That the final payment in the amount of _____
   _____ is now due and payable.

Engineer's Signature

CONCURRED BY:

Contractor's Name

By:_____

Title: _____

CONCURRED BY:

City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

Exhibit E-J

Payment Schedule

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No. _____
Application Date: _____
Period To: _____
Engineer Firm _____

Summary

CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -

Quantity Worksheet

Contractor Name
Starting Date
Project Ending Date
Engineer's / County Project Description

Application No.:
Application Date:
Period To:
Engineer's / County Project No.:

No.	Item Code	Description	Unit	Original Schedule Value: Original Rates	Original Schedule Value: Quan	Original Schedule Value: Dollars	Revised Rates	Value: Quan	Value: Dollars	First Month: Monthly Quan	First Month: QTY to Date	First Month: Item Cost (Monthly)	Second Month: Monthly Quan	Second Month: QTY to Date	Second Month: Item Cost (Monthly)	Third Month: Monthly Quan	Third Month: QTY to Date	Third Month: Item Cost (Monthly)	Total to Date	Balance To Finish: Quan	Balance To Finish: Dollars
		(906) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compt in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-			-			-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-D

Project Sign

Texas Department of Transportation
© TxDOT 2006

Your Tax Dollars at Work
Hidalgo County Pct 2

Hector "Tito" Palacios, Commissioner
Border Colonia Access Program

In Partnership with the Texas Department of Transportation

Hidalgo County Pct 2 – Road & Drainage Construction
For
Rancho Escondido Subdivision

Hidalgo County Commissioner's Court

Ramon Garcia	- County Judge
Joel Quintanilla	- Commissioner Pct #1
Hector "Tito" Palacios	- Commissioner Pct #2
Joe M. Flores	- Commissioner Pct #3
Joseph Palacios	- Commissioner Pct #4

Project Contractor: _____

Project Engineer: R. Gutierrez Engineering Corporation

§ 262.031. CHANGES IN PLANS AND SPECIFICATIONS.

(a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 104, § 1, eff. May 7, 1993; Acts 1993, 73rd Leg., ch. 891, § 1, eff. June 19, 1993; Acts 1995, 74th Leg., ch. 746, § 4, eff. Aug. 28, 1995.

From: marcie.jackson
To: "Yvette Islas"
Subject: Request Final Approval Contract Rancho Escondido Subdivision
Date: Wednesday, November 14, 2012 2:37:52 PM
Attachments: Contract Rancho Escondido Subdivision.pdf

Yvette,

Please submit:

Approval of final negotiated contract for Precinct 2 – 3rd Call Border Colonias Project: Rancho Escondido Subdivision (CSJ: 3C1080596)

Contractor: Asago, LLC dba Asago Construction
Project Engineer: R. Gutierrez Engineering Corporation
Account: 2-1312-431-00-122-596-0-731 & 733
2-1200-431-00-122-596-0-731

Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us

AI-35322 **Purchasing Department 19. D. 1.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard's awarded vendor, Philpott Motors-Contract No. 358-10, One (1) New 2013 or Newer Ford Expedition Special Service Model in the amount of $26,339.00 which includes $400.00 Buy-Board pricing and delivery fees for -Project #2012-288-OGG.

BACKGROUND

Proposed purchase has a guaranteed delivery scheduled for the first week of December. Funding has been appropriated from (2) funding sources General fund in the amount of $21,358.38 (AI# 35308) and the remaining balance of $4,980.62 will be from forfeiture asset account which an agenda item (AI# 35150) for transfer has been appropriated on consent agenda to be approved same day of November 20, 2012 as described on attached email by Lt. Richard Ozuna.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1228-421-00-280-006-0-741

FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Account available balance as of 11-16-12 $2,116.56

Funding pending approval of transfer (AI#35150)

Funds to be appropriated from general fund and assets forfeiture fund as described by Lt. Richard Ozuna

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-741

FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Funding pending approval of transfer (AI#35308)

Funds will appropriated on consent agenda as stated by Lt. Richard Ozuna

Attachments

agenda backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/16/2012 01:50 PM
Budget & Management	Merlen P. Munoz	11/16/2012 02:10 PM

Manuel Chapa	Manuel Chapa	11/16/2012 02:53 PM
Auditor's Office	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Oscar Garza Started On: 11/16/2012 08:50 AM

Final Approval Date: 11/16/2012

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #358-10

Vehicles and Heavy Duty Trucks

End User:	HIDALGO COUNTY	**Philpott Rep:**	ALAN WILEY
Contact:	OSCAR GARZA AND RICHARD OZUNA	**Phone/email:**	**888 858-7801 awiley0845@aol.com**
Phone/email:	956 393-6022	**Date:**	Friday, November 16, 2012
Product Description:	FORD EXPEDITION		

A. **Bid Series:** 86 **A. Base Price:** $ 24,886.00

B. **Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
	SPECIAL SERVICE MODEL 4X2	STD		WHITE ON ORDER FOR A	COLOR
	5.4L V8 GAS	STD		ESTIMATED DELIVERY IN	NOTE
	CLOTH BUCKETS FRONT	STD		2 WEEKS	NOTE
	VINYL 2ND ROW SEAT	STD			
	A/C AND HEAT	STD			
	AM-FM CD	STD			
	TILT/CRUISE	STD			
	RUBBER FLOOR	STD			
	NO FLOOR CONSOLE	NOTE			

Total of B. Published Options: $ -

C. **Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

Options	Bid Price	Options	Bid Price
		PLEASE FAX YOUR PURCHASE ORDER	
		TO 254 865-9118	

Total of C. Unpublished Options: $ -

D.	**Pre-delivery Inspection:**		$ 80.00
E.	**Texas State Inspection:**		$ 21.25
F.	**Manufacturer Destination/Delivery:**		$ 995.00
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**		
H	**Lot Insurance (for in-stock and/or equipped vehicles):**		
I.	**Contract Price Adjustment:**	PHILPOTT ADJUSTMENT TO OLD QUOTE	$ (43.25)
J.	**Additional Delivery Charge:**	0 **miles**	$ -
K.	**Subtotal:**		$ 25,939.00
L.	**Quantity Ordered** 1 **x K =**		$ 25,939.00
M.	**Trade in:**		
N.	**BUYBOARD Administrative Fee ($400 per purchase order)**		$ 400.00
O.	**TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE**		$ 26,339.00

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Vendors
Philpott Motors[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Search by Vendor

Browse Contracts

Show 25 results

Narrow Results: ford expe

Vendor	Description	Pricing Sheet	Price	Qty
Philpott Motors	Ford Expedition Special Services Package (U1F) complete with all manufacturer's standard equipment	N/A	$24,886.00	
Philpott Motors	Ford Expedition Sport Utility (U1F) Expedition XL Trim Package complete with all manufacturer's standard equipment	N/A	$26,695.00	

Extended Product Information

Reference Number: 358-10
Brand: Ford
Part Number: Ford Expedition
Unit Measure: EA
Vendor Website: www.philpottmotors.com/
Full Description: Ford Expedition Sport Utility (U1F) Expedition XL Trim Package complete with all manufacturer's standar

Showing 1 to 2 of 2 entries (filtered from 50 total entries)

First | Previous | 1 | Next | Last

Resources

Contact us 800-695-2919

From: Richard Ozuna
To: Oscar Garza
Cc: Emilia.Uriegas@hidalgoso.org; sergio.cruz@co.hidalgo.tx.us
Subject: FW: SUV Quote
Date: Thursday, November 15, 2012 10:05:20 AM
Attachments: HIDALGO CO 13 U1F BB STK.xls

Oscar,

Enclosed is the quote from Philpott Motors for the purchase of one (1) Ford Expedition to arrive first week of December 2012. Please set up the request for purchase for Commissioners' Court on the 20th day of November 2012 . Funding is scheduled to go on the November 20 agenda (consent). The funding source is from two accounts—general fund for $21,358.38 and asset forfeiture (Fund 1228) for the remaining balance of $4,980.62. A line item transfer for the asset forfeiture account is also set for the consent agenda of same day.

Our office will submit a formal request (requisition) for a purchase order thru SAGE System after Commissioners' Court approval.

If you have any questions regarding the funding from general fund, please contact Sergio Cruz at the Office of Budget and Management.

Thank you,

Lt. Richard Ozuna
Hidalgo County Sheriff's Office
711 El Cibolo road
Edinburg, Texas 78542
956-393-6022

From: AWiley0845@aol.com [mailto:AWiley0845@aol.com]
Sent: Monday, November 05, 2012 10:32 AM
To: richard.ozuna@hidalgoso.org
Cc: rozuna@hidalgoso.org
Subject: SUV Quote

Richard,

Please see the attached quote
I have one on hold for you arriving the last week of November

Thanks

Alan 2-1228-421-00-280-006-0-741
2-1100-421-00-280-006-0-741

AI-34982 **Closed Session 20. C.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Rainforest.

BACKGROUND

Form Review

Form Started By: Angela Garcia Started On: 11/16/2012

Final Approval Date: 11/16/2012

AI-35317 **Closed Session 20. D.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Angelica Hernandez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/15/2012 04:37 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Aida Alvarez Started On: 11/15/2012 04:02 PM

Final Approval Date: 11/16/2012

AI-35319 **Closed Session 20. E.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ernesto Hernandez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/15/2012 04:37 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Aida Alvarez Started On: 11/15/2012 04:06 PM

Final Approval Date: 11/16/2012

AI-34983 **Open Session 21. C.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Rainforest.

BACKGROUND

Form Review

Form Started By: Angela Garcia Started On: 11/16/2012

Final Approval Date: 11/16/2012

AI-35318 **Open Session 21. D.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Angelica Hernandez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/15/2012 04:37 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Aida Alvarez Started On: 11/15/2012 04:04 PM

Final Approval Date: 11/16/2012

AI-35320 **Open Session 21. E.**

CC REGULAR

Meeting Date: 11/20/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ernesto Hernandez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/15/2012 04:37 PM
Purchasing Department	Angela Garcia	11/16/2012 05:12 PM

Form Started By: Aida Alvarez Started On: 11/15/2012 04:08 PM

Final Approval Date: 11/16/2012